

Exhibit 6

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MELINDA SGARIGLIA,)
)
Plaintiff,)
)
-vs-) NO. 1:19-CV-05684
)
AMERICAN INTERNATIONAL)
RELOCATION SERVICES, LLC,)
D.B.A. AIRES, AN ILLINOIS)
LIMITED LIABILITY CORPORATION,)
NICHOLAS GONRING & KELLY)
GONRING,)
)
Defendants.)

Zoom Videoconference Deposition of THOMAS
HAWBECKER taken before TRUDY G. GORDON, a Certified
Shorthand Reporter, pursuant to the Federal Rules of
Civil Procedure for the United States District
Courts, pertaining to the taking of depositions,
commencing at 9:00 o'clock a.m. on the 23rd day of
February, A.D., 2023

Job No. CS5760610

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22
23 REPORTED BY: TRUDY G. GORDON, C.S.R.

24 CERTIFICATE NO. 084-004077

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1 THE REPORTER: Due to the need for this
2 deposition to take place remotely, the parties will
3 stipulate that the court reporter may swear in the
4 witness over videoconference.

5 Please indicate your agreement by stating
6 your name and agreement on the record beginning with
7 the noticing attorney.

8 MS. McAULIFFE: Caitlin McAuliffe. I agree.

9 MS. OSHANA: I agree. Carol Oshana.

10 MR. HAWBECKER: I agree. Tom Hawbecker.

11 MR. GOOD: I agree. Ross Good.

12 MR. MCCARTHY: Paul McCarthy on behalf of the
13 Gonrings. I agree.

14 (WHEREUPON, THE WITNESS WAS DULY
15 SWORN.)

16 THOMAS HAWBECKER,
17 called as a witness herein, having been first duly
18 sworn, was examined and testified as follows:

19 EXAMINATION

20 BY MS. McAULIFFE:

21 Q. So can you please state your name for the
22 record.

23 A. Sure. Tom Hawbecker.

24 Q. Let the record reflect this is the

1 deposition of Thomas Hawbecker taken pursuant to
2 notice and scheduled to today's date by agreement of
3 the parties. This deposition will be taken in
4 accordance with all applicable rules.

5 Do you mind if I call you Tom, or would
6 you prefer Mr. Hawbecker?

7 A. Tom's fine.

8 Q. Okay. So, Tom, have you ever been deposed
9 before?

10 A. Yes.

11 Q. Okay. So I just have to go over a couple
12 rules for the record so that they're on there. First
13 is that we both have to let each other finish even if
14 we can anticipate the question or the answer. So
15 please just wait until I'm done asking the question
16 before you begin to answer. If you don't understand
17 the question or you'd like something clarified, just
18 let me know and I'll be happy to clarify the
19 question. We have a court reporter with us and
20 she'll be taking down everything that you say, so
21 just make sure you provide a yes-or-no answer. So no
22 unh-unhs, nodding your head or shrugging your
23 shoulders. If you need to take a break, just let me
24 know and we can certainly take a break. There just

1 can't be a question pending when you'd like to take a
2 break.

3 Do you have any questions before we start?

4 A. I do not.

5 Q. Okay. So let's get started.

6 Where are you right now when this
7 deposition is being taken?

8 A. At my office.

9 Q. Okay. And what is your date of birth?

10 A. November 8, 1974.

11 Q. Where do you currently live?

12 A. Burr Ridge, Illinois.

13 Q. And what's your address in Burr Ridge?

14 A. 11602 Briarwood Lane in Burr Ridge, 60527.

15 Q. And do you live with anyone?

16 A. My wife and four kids.

17 Q. Okay. What's your highest level of
18 education?

19 A. Law degree. Juris Doctorate.

20 Q. And where did you go to law school?

21 A. Ohio State.

22 Q. What year did you graduate from Ohio
23 State?

24 A. 2002.

1 Q. Are you practiced -- Are you licensed to
2 practice law in Illinois?

3 A. Yes, I am.

4 Q. How long have you been an attorney? Since
5 you graduated?

6 A. Yes. We started this firm in 2003, I
7 believe.

8 Q. Okay. So right out of law school?

9 A. Um-hum.

10 Q. And are you part of any legal
11 organizations?

12 A. I'm sorry?

13 Q. Are you part of any legal organizations,
14 like the Bar Association --

15 A. Yes.

16 Q. -- anything like that?

17 A. I believe Chicago Bar Association. I
18 believe -- Honestly, I can't remember them all.

19 Q. That's okay.

20 And you mentioned you founded the firm in
21 2003.

22 So that was right out of law school,
23 right?

24 A. Yeah. It wasn't exactly right out of law

1 school, but it was shortly thereafter, yes.

2 Q. And what kind of areas does your firm
3 focus on?

4 A. When we started the firm?

5 Q. When you started the firm --

6 A. Everything.

7 Q. -- and now. Okay.

8 A. Everything when we started the firm
9 because it was a new firm, right. So, you know, you
10 try -- you try to get a little business. But out of
11 the gates residential real estate was always a big
12 part of the firm, and as that grew, we stopped doing
13 other things because we stayed busy with closings,
14 residential real estate.

15 Q. And do you typically represent buyers or
16 sellers in closings or is it a mix?

17 A. It's a mix.

18 Q. How many residential real estate closings
19 would you say you've done?

20 A. Since we started?

21 Q. Yes.

22 A. Thousands. Thousands.

23 Q. Great.

24 And have you ever done a residential real

1 estate closing with a relocation company before?

2 A. Yes.

3 Q. How many closings would you say involved
4 relocation companies?

5 A. Over the span of 20 years? Gosh. Oh, I
6 don't know. Hundreds.

7 Q. Great. And has it been -- Or when did
8 these occur? Just over the course of your career?
9 Or has there been, you know, instances where they
10 seem to happen more often?

11 A. No, just through the course of the career,
12 peppered in throughout an annual basis.

13 Q. Do you remember any of the law firms that
14 were involved when there was a residential relocation
15 company?

16 A. Yeah, I do.

17 Q. Who were some of those law firms?

18 A. I mean, like Ed Shapiro sticks in my head.
19 He represents a lot of relo companies. Morielli
20 Office -- Law Office represents a lot of relo
21 companies. I mean, those are the names that at least
22 ring a bell off the top of my head.

23 Q. Had you ever worked with Sarah Wilkins
24 before?

1 A. Before -- I don't know. We may have.

2 Q. Okay. And had you ever done any closings
3 involving American International Relocation Solutions
4 before?

5 A. I can't recall.

6 Q. Okay. How did the process work -- Is
7 there a typical process when there's a relocation
8 company involved or does it vary?

9 A. No, there's -- You know, it's the same
10 underlying contract. Usually there's addendums that
11 are part of that contract. But the overall nature of
12 the transaction is the same.

13 Q. And does the -- In your experience, does
14 the relocation company usually take title to the
15 property or does the seller usually retain title?

16 A. Usually the relo -- Usually at closing you
17 will see two deeds. You would see one from the prior
18 owner to the relo, and then one from the relo company
19 to the buyer. Although I know that that isn't always
20 the case.

21 Q. And in your experience did you ever
22 contact the homeowners directly when these closings
23 were going on or their rep -- their closing attorney
24 directly, or was it usually the relocation service?

1 A. It was usually the relocation service.

2 Q. Okay. And are you familiar with the
3 Illinois Residential Real Property Disclosure Act?

4 A. Yeah, I am.

5 Q. And do you know that the relocation
6 companies are immune under the act?

7 A. Yes, I believe they don't have a duty to
8 disclose.

9 Q. Okay. And did you review the property
10 disclosures for 2726 West Cortez Street?

11 A. I can't recall. I mean, this is 5, 6
12 years ago or whatever it was.

13 Q. Yeah. So now I'd like to talk
14 specifically about the property here.

15 And when did you -- Which is 2726 West
16 Cortez Street, Unit 1, Chicago, Illinois.

17 So when did you first learn about this
18 case that's going on right now?

19 A. Maybe a couple years ago. I think my
20 client had reached out to me asking for a copy of the
21 file.

22 Q. And did you review anything in particular
23 for your deposition today?

24 A. Yeah, just some of the correspondence that

1 had taken place.

2 Q. Okay. The correspondence --

3 A. A review -- I'm sorry. A review of the
4 Attorney Review Letters.

5 Q. Okay. And did you speak with anyone in
6 preparation for your deposition today?

7 A. I spoke with Kirk in my office, and I
8 spoke with Carol Oshana.

9 Q. Okay. And did -- What did you speak about
10 with Carol Oshana?

11 A. Essentially that, a review of the attorney
12 review correspondence.

13 Q. And did you ever speak to Ms. Sgariglia
14 about this case?

15 A. Who?

16 Q. Ms. Sgariglia. She's the buyer.

17 A. Oh. You know, I -- No, I haven't spoken
18 with her specifically about this case other than when
19 she had reached out a couple years ago just asking
20 for the file. And even then I don't think we got
21 into it too much. But I can't recall exactly.

22 Q. Okay. And -- So you were the Plaintiff's
23 real estate closing attorney for this property?

24 A. Yeah, I represented Melinda, yes.

1 Q. Do you know how she found you?

2 A. Probably a referral from her agent.

3 Q. And do you remember when you started
4 working on the closing?

5 A. Can you rephrase that a little precisely.

6 Q. Yeah. So you were the initial attorney
7 that was contacted by AIRES' closing attorney?

8 A. Yeah. Probably. Yes.

9 Q. Did anyone else work with you on the
10 closing?

11 A. Yes.

12 Q. Who was that?

13 A. Kirk Langefeld in my office, and then Paul
14 Garber covered the closing.

15 Q. Okay. And why were there multiple
16 attorneys on the case?

17 A. That's just the way that we're structured
18 as a firm. We always have two attorneys on every
19 single file. With the volume of closings that we do,
20 we're often out covering closings, and you don't want
21 the correspondence to come to a screeching halt, so
22 there's always an attorney in the office that can
23 facilitate correspondence while -- You know,
24 typically I'm the one that's out covering the

1 closings, or my law partner, Paul, is out covering
2 the closings.

3 Q. So did Kirk take over the case or was he
4 just involved in signing some of the response letters
5 later on?

6 A. I can't recall how this particular
7 transaction transpired. Usually -- I mean, there's
8 always exceptions. But usually Kirk is more in the
9 file handling the attorney review correspondence, and
10 then I'm out covering closings. Or if there's
11 issues, I'll step in. But that can always change.
12 If the workload is too much, I'll jump in and handle
13 files. You know, if he's on vacation or something,
14 I'd be jumping in and handling files. So I certainly
15 handled my fair share of files. How this one was
16 handled, I can't recall.

17 Q. So now I'd like to turn to some items that
18 were in the file. So if you don't recognize them,
19 that's totally fine, just let me know.

20 But do you know if Melinda ever had the
21 property inspected?

22 A. Yes, I believe she did.

23 Q. Okay. And did you see a copy of the
24 inspection report?

1 A. I would have, yes.

2 Q. Okay. So I'm going to pull up a copy of
3 the inspection report.

4 And could we please mark this as
5 Exhibit 1.

6 Can you see the home inspection report
7 that I pulled up here?

8 A. Yes.

9 Q. Do you know when the inspection occurred?

10 A. Presumably after she got under contract,
11 shortly thereafter.

12 Q. Okay. And do you -- Did you see any red
13 flags in this inspection report?

14 A. I did not review the inspection report and
15 I wouldn't be able to recall. I mean, do you want me
16 to take a second to take a look at it?

17 Q. If you'd like. Or we can discuss the
18 correspondence you had with Sarah Wilkins since you
19 said you had reviewed that previously?

20 A. Yeah, go ahead.

21 Q. Like I said, I'm gonna turn to the
22 correspondence you had between Sarah Wilkins. And
23 I'll start with the first letter that it was
24 exchanged between her and your firm. It's from

1 June 14th.

2 And could we please mark this as
3 Exhibit 2.

4 So have you seen this document before?

5 A. Yes.

6 Q. You signed this document on the last page,
7 right?

8 A. Yes.

9 Q. What's the purpose of this initial letter
10 that you sent to Sarah?

11 A. Kind of a due diligence letter. The
12 contracts -- The boilerplate contracts as written
13 aren't perfect, so there are always what you would
14 call typical attorney-modification requests. We look
15 for representations, try to get a little more
16 background on the property that may not be solicited
17 just from an inspection report or the residential
18 property disclosures. That's about it.

19 Q. Do you remember what modifications or what
20 information you were looking for from Sarah?

21 A. Probably what's written in the letter.

22 Q. Okay. And so we can go over -- If you
23 want to take a second to go over the letter.

24 So these are some of the things that you

1 asked for.

2 A. Um-hum.

3 Q. And -- Okay. So I will just start on
4 Page 1, and you can let me know when you're done
5 taking a look at it, and I can go to the next page.

6 A. Yeah, go ahead. Yeah, I looked. I'm
7 familiar with this.

8 Q. Okay.

9 A. Sorry. Just making sure. Are you waiting
10 for me to respond on something?

11 Q. Yes. I was just going to move to the next
12 page when you were ready.

13 A. Oh, yeah, I've reviewed all the pages.

14 Q. Okay. So did you draft this letter?

15 A. I can't recall. It would have been myself
16 or Kirk.

17 Q. Okay. But you reviewed it and signed it
18 before it went out?

19 A. Correct.

20 Q. And as you can see, you asked about
21 insurance claims?

22 A. Yes.

23 Q. Is that -- Is this typical in these
24 letters that you send out?

1 A. It's standard in our letters.

2 Q. Okay. And you also asked about water
3 infiltration and damage. Is that typical?

4 A. In our letters it is.

5 Q. Okay. And when you use the word seller in
6 this letter, who do you mean when you say seller?

7 A. AIRES.

8 Q. And I'll turn now to the next letter that
9 was from June 18th.

10 If we could mark this as Exhibit 3.

11 Have you seen this document?

12 A. Yes, I have. I'm sorry. 6-18. Yes.

13 Q. So would you like a moment to review this
14 response?

15 A. No. I mean, this is part of what I
16 reviewed.

17 Q. Okay. So what did Sarah say in regards to
18 your questions about water infiltration and damage?

19 A. I -- Before getting to the exact spot, I'm
20 sure they said they don't have any knowledge because
21 they're a third-party relocation company. So I don't
22 know -- So on my letter that question would have been
23 9A and 8E -- Yeah, 9A, they say that they don't have
24 any knowledge, and same thing with 8E.

1 Q. And what did you think about AIRES saying
2 that it couldn't provide information because it was a
3 relocation company?

4 A. That's not surprising. We'll still ask
5 the question. But that's a typical response that we
6 would receive with a relocation company.

7 Q. And do you -- What is your response
8 usually to that? Would you like elsewhere? Or
9 what's the process after they respond that way?

10 A. Yeah, we try to dig a little deeper and
11 see if there's an ability for them to contact the
12 people that they have the relationship with or had
13 the relationship with, see if they can get answers to
14 those -- those questions.

15 Q. Okay. So -- Now I'll turn to the next
16 letter that was exchanged between both of you, and
17 this was from June 22nd.

18 If we can mark this as Exhibit 4.

19 And have you seen this document?

20 A. Yes.

21 Q. And you'll see Kirk signed this one,
22 right?

23 A. Yes.

24 Q. So did you help prepare the response?

1 A. I can't recall. We may have discussed --

2 Q. Would you have reviewed it before it went
3 out or would that be Kirk's responsibility?

4 A. Kirk can certainly do that without me
5 having to review it.

6 Q. Why would he continue to keep asking about
7 the water damage if they had stated that they didn't
8 have that information?

9 A. Because we just don't take the initial
10 response as a given, right? We want to see if
11 there's an opportunity that they can get a direct
12 answer from the person that lived in the property. I
13 mean, we understand that the relo company does not
14 reside in the property, and these are important
15 questions, especially with condominiums. Because if
16 you have problems with condominiums, these are why
17 these questions are in these letters, there's water.

18 Q. Right. And the same with insurance
19 claims?

20 A. Exactly.

21 Q. Right. So in various places Kirk uses the
22 term prior owner.

23 Did you ever discuss who the prior owners
24 were with Kirk?

1 A. No, but I think this comes -- I should say
2 I can't recall that. We may have. But this kind of
3 comes back to what we said originally, that we're
4 assuming in these situations we're referencing a
5 prior owner as the person that would have conveyed
6 their interest to AIRES.

7 Q. And when would that interest have
8 typically been conveyed in your experience with
9 relocation companies?

10 A. My understanding would be that right at
11 the outset of the transaction, before AIRES even had
12 signed the contract with my client, that they had --
13 they would have had an even hand from what we would
14 coin as the prior owner.

15 Q. Okay. So just -- With what you just said,
16 I would like to turn to the title commitment that you
17 received in this case?

18 A. Yes.

19 Q. And please mark this as Exhibit 5.
20 I'll pull it up.

21 Have you seen this document before?

22 A. Yes.

23 Q. And what is it?

24 A. It's a title commitment issued by

1 Attorneys' Title Guaranty.

2 Q. When did you receive this title
3 commitment?

4 A. In my file it shows that we would have
5 received this on July 12th of 2018.

6 Q. And what is a title commitment?

7 A. A title commitment is a -- I guess what we
8 would use this for is it would show vesting and it
9 would show exceptions to title. It would confirm the
10 legal description, the tax ID number, and it gives us
11 a glance into, you know, what we're dealing with, are
12 there exceptions on title that need to be had, are
13 there delinquent taxes, et cetera.

14 Q. And is AIRES on the title commitment?

15 A. No.

16 Q. And I can go to the page.

17 But who is on the title commitment?

18 A. Nicholas Gonring and Kelsey Gonring,
19 husband and wife as tenants by the entirety.

20 Q. And you didn't receive any changes to the
21 title commitment after this first letter?

22 A. Not that I see, no.

23 Q. Would you have if AIRES had taken title?

24 A. No. Could have. I'm not -- Could have.

1 But typically not.

2 Q. And now I'd just like to return -- Sorry
3 to jump around here -- to the letters that we were
4 discussing before. This one is the July 2nd letter
5 and the July 3rd response provided by your firm.

6 So please mark this as Exhibit 6.

7 So do you recognize this document?

8 A. Okay. You know what, I had gotten out of
9 the file. This is the July -- July 3rd letter you're
10 referencing?

11 Q. Yes. So it's the July 2nd letter sent by
12 Sarah Wilkins, and then July 3rd with the responses
13 next to her comments in the letter.

14 A. Got it.

15 Q. So you'll see again that Kirk signed this.
16 Did you have any input in this response?

17 A. I don't recall.

18 Q. And like you said, you -- he had authority
19 to send it without you reviewing it?

20 A. Yes.

21 Q. So you'll see that he said a few times,
22 okay, with -- next to statements where AIRES states
23 that it can't provide representation or warranties.

24 What does that mean?

1 A. That he was probably in agreement with
2 that representation. Yeah, I think -- I think that
3 would be it. It might be a better question for Kirk.

4 Q. Yeah. And then I'd just like to pull up
5 last letter that we have that was sent by Sarah
6 Wilkins on July 5th.

7 And please mark this as Exhibit 7.

8 So have you seen this letter?

9 A. Yes.

10 Q. And what happened after you received this
11 letter?

12 A. I don't know.

13 Q. So you'll see she attached an addendum to
14 Purchase and Sale Contract. That was executed,
15 right?

16 A. I would assume so.

17 Q. But have you --

18 A. Yeah. It looks like I have a
19 fully-executed addendum, yes.

20 Q. Okay. So did you send any other letters
21 than the ones that we just went over?

22 A. Just -- I don't know if what you're
23 looking at -- Just Kirk signing off on the July 5,
24 2018 letter on July 6, 2018. We would have sent that

1 correspondence back. But no -- No changes. Just
2 agreed, 7-6-18, and Kirk's signature.

3 Q. Did you communicate by e-mail with Sarah
4 ever?

5 A. I would imagine that we did.

6 Q. Did you ever talk on the phone or by text?

7 A. I can't recall.

8 Q. So in all of these letters where did you
9 think AIRES was getting the information that they
10 were providing you?

11 A. My understanding is that there's always a
12 relocation representative.

13 Q. And what would that person do?

14 A. Give the answers to the attorney.

15 Q. And where would the representative be
16 getting the information?

17 A. They would make the decisions. Hey, we're
18 a third-party relocation company, we can't disclose
19 in regards to inspection requests. Hey, let's give
20 them a \$3,000 credit in lieu of repairs. Or, yes,
21 we'll do this or, yes, we'll do that.

22 Q. But the information they were able to
23 provide, do you know where they would have gotten
24 that?

1 A. Well, I believe that there was discussions
2 between AIRES -- I mean, I know now that there were
3 discussions between AIRES and the Gonrings.

4 Q. And how do you know that?

5 A. Carol mentioned that there was
6 correspondence between those two parties.

7 Q. And that's what you're basing that
8 statement off of?

9 A. In this particular situation, yes. Had --
10 Had I not known that, the information would have come
11 from what I previously stated, from the contact at
12 the relocation company, the representative.

13 Q. So at the time when this was all going on,
14 you didn't know where AIRES was getting their
15 information?

16 A. Correct.

17 Q. Did you ever go over these letters with
18 Carol or Melinda?

19 A. Carol wouldn't have been involved at that
20 time. But absolutely we -- we would have reviewed
21 these letters with Melinda.

22 Q. And before or after you sent the response?

23 A. What typically happens is when a letter
24 comes in, a response comes in, we'll send it to the

1 client, and then give them a chance to review, and we
2 tell them to reach out to us once they've had an
3 opportunity to review, then we would discuss it at
4 that point, formulate a response, talk through the
5 issues, et cetera.

6 Q. Okay. And did Carol show you any
7 correspondence between AIRES and the Gonrings?

8 A. No.

9 Q. Have you seen any of that correspondence?

10 A. No, I have not.

11 Q. And what did Carol exactly tell you about
12 this case?

13 A. Nothing other than that, the two parties
14 were talking.

15 Q. Over e-mail or by phone?

16 A. I can't remember what she said. Just
17 maybe corresponding. So maybe both.

18 Q. And did she say anything about what the
19 correspondence contained?

20 A. No.

21 Q. Okay. So now I'd like to turn to a
22 different topic, if that's all right.

23 So you knew that AIRES was a relocation
24 company, right?

1 A. Correct.

2 Q. Did that concern you at all or was it fine
3 in your eyes?

4 A. No -- It's not overly concerning. But we
5 typically, even before this situation had developed,
6 know that, hey, when you're dealing with a
7 third-party relo, you know, these representations and
8 such that we ask for in attorney review typically
9 don't get answered, they're just going to say, hey,
10 we've never resided in the property, I think we'll,
11 you know, let clients know that.

12 Q. And -- So you stated before it was your
13 understanding that typically the Gonrings would have
14 transferred title to AIRES?

15 A. Yes.

16 Q. And did anyone ever communicate that to
17 you?

18 A. That title would have been transferred?

19 Q. That title was transferred?

20 A. No. Other than just the way that the
21 transaction kind of manifested, right? All the
22 correspondence. Who signed the settlement statement.
23 You know, who was the seller in the contract. I
24 mean, those sorts of things. Just the indicia that

1 AIRES was the owner of the property.

2 Q. But Sarah Wilkins never affirmatively said
3 that AIRES had title?

4 A. Not that I can recall. But I don't -- I
5 don't know.

6 Q. Did you or anyone at your firm ever ask if
7 AIRES had title?

8 A. I can't recall.

9 Q. But in the title commitment AIRES wasn't
10 on it when you received it, right?

11 A. Yeah, correct. But that's not -- That's
12 not atypical mind you. For a relo company to record
13 a deed before the subsequent closing, there can be a
14 number of issues that can develop. One, it could
15 trigger a due on sale. If the mortgage wasn't paid
16 off, there's a transfer of a beneficial interest. It
17 could trigger a due on sales clause. It can alert an
18 assessor's office, hey, we got a new value here. So
19 I think the typical protocol for relo companies is to
20 record simultaneous deeds at closing, for that
21 reason, I would suspect.

22 Q. And you said before that deeds are
23 typically change at closing from the owner to the
24 relocation company to the buyer, right?

1 A. Yeah, for those reasons that I just
2 stated.

3 Q. Yeah. So just to clarify.
4 What did you mean when you said deed in
5 hand?

6 A. Well, title could have been transferred,
7 but not recorded. Right? So, you know, as part of
8 the arrangement between AIRES and the Gonrings,
9 and -- You know, to give -- Hey, Gonring -- Gonrings
10 are out, they've transferred title, they're no longer
11 part of this transaction, they have a deed in hand,
12 just not recorded. Then they will record that first
13 at closing followed by the deed from the relo company
14 to what would have been Melinda.

15 Q. Did they ever represent to you that they
16 had this deed?

17 A. No.

18 Q. But just based on your experience you
19 assumed that they had it when they signed the
20 contract?

21 A. Yeah. And I guess I should say five --
22 whatever, five years ago, maybe they represented
23 that. Maybe there was a conversation on that. But I
24 can't recall one way or the other.

1 Q. All right. One moment. Sorry.

2 A. No problem.

3 Q. So just -- When you said it was five years
4 ago and you couldn't recall, what were you basing --
5 assuming that they had the contract on?

6 A. I'm sorry. Say that again.

7 Q. So what were you basing the fact that they
8 had a deed on?

9 A. What was I basing -- Why I was assuming
10 that they had a deed in hand?

11 Q. Yes.

12 A. Oh. Just because they're the seller.
13 They've held themselves out to be the seller.
14 Usually you're the owner of the property if you're
15 selling it.

16 Q. Yeah. So you stated that -- Let me
17 clarify. I'm sorry.

18 You stated that they may have told you
19 though that they had a deed.

20 What are you basing that on?

21 A. Oh, I don't know. Just based on
22 experience with relocation companies I know that
23 it -- a deed may have been executed between the prior
24 owners and the relo company, but not recorded. That

1 doesn't get recorded until closing.

2 Q. But they -- You're speculating based on
3 your experience that they may have told you that they
4 had a deed?

5 A. Yeah. Whether they told me that or not, I
6 don't know. But I guess what I'm saying is when I
7 get a contract and it says seller on there and they
8 are holding themselves out to be a seller, I'm going
9 to assume that that is the seller, that that is the
10 owner of the property.

11 MS. McAULIFFE: Okay. So I'd like to turn a
12 little bit -- Oh, okay. I'd like to take a break
13 actually at this time, if that's all right, for five
14 minutes, to go off the record and we can reconvene at
15 9:46.

16 THE WITNESS: Sure. It's okay with me.

17 (WHEREUPON, WE WERE OFF THE
18 RECORD.)

19 BY MS. McAULIFFE:

20 Q. So I'll just take down the shared screen
21 so it's less distracting. Okay.

22 So, Tom, I'd just like to take a step back
23 and -- You said you had done hundreds of relocation
24 company closings before -- and talk about that a

1 little bit. So you mentioned the typical procedures
2 are for a title to transfer from the owner to the
3 relocation company to the buyer.

4 How often would you say that happens?

5 A. I would -- I mean -- I don't know. I
6 don't know. Often.

7 Q. Would you say --

8 A. More often than not.

9 Q. Okay. So 60 percent of the time would you
10 say that's fair?

11 A. Probably more than that.

12 Q. Would you say 80 percent of the time?

13 A. Yeah, maybe.

14 Q. Okay. How often do the relocation -- How
15 often do you ask the relocation companies if they've
16 received title or not?

17 A. I can't recall.

18 Q. Would you say that's a typical question
19 you ask or not?

20 A. No, I would say that it's not a typical
21 question that we ask.

22 Q. Okay. So does relocation companies hold
23 themselves out as having title though?

24 A. Yeah, I --

1 MR. McCARTHY: Hang on a second. Hang on a
2 second. I'm going to object to that question as
3 mischaracterizing the testimony.

4 MS. McAULIFFE: Okay. I will withdraw that
5 question.

6 You can strike that.

7 BY MS. McAULIFFE:

8 Q. So generally would you say now that the
9 relocation companies hold themselves out as having
10 title?

11 MR. McCARTHY: Object to the lack of foundation.

12 MS. McAULIFFE: All right. I'll withdraw that
13 question.

14 BY MS. McAULIFFE:

15 Q. So in the typical situation you said that
16 you don't typically ask the relocation companies if
17 they have title?

18 A. In the typical situation we do not, that I
19 can recall. In this situation I believe our letters
20 indicate where we ask AIRES to contact the prior
21 owner. I read that, that's gonna assume that a
22 conveyance of title has taken place. We're asking
23 about the prior owner. So my letters or approach
24 letters or whatever will indicate, I think by those

1 questions, on who we think the owner of the property
2 is. And that's -- This isn't -- This isn't isolated
3 to this particular transaction. Because those are --
4 Those are the responses that you can get from a relo
5 company when you ask those insurance claims, water
6 infiltration, hey, we don't know anything about it.
7 It is then customary for us to go back and say can
8 you please contact the prior owner and see if you can
9 get a little more information on this, if possible.

10 Q. But you didn't ask AIRES if, in fact, the
11 Gonrings were prior owners or if they had taken
12 title?

13 A. I can't recall other than what's listed in
14 the letter indicating that we think there's a prior
15 owner, which in this case would be the Gonrings.

16 Q. So there's nothing in the letter though
17 where you ask if they have taken title or not?

18 A. Not -- Not directly. Not that I can
19 recall.

20 Q. So in the letters or your e-mails you
21 never asked AIRES directly if they had taken title
22 though, right?

23 A. Not that I recall.

24 Q. And you don't have any e-mails or letters

1 where you asked them directly though?

2 A. You know, I didn't -- Not that I recall.
3 But I didn't go through all of the e-mails.

4 Q. Okay. And in these other -- You stated
5 that the letter was a typical letter that you send
6 out.

7 So that letter doesn't normally include
8 that title question?

9 A. No.

10 Q. And have you ever done a closing with a
11 relocation company when they don't have title?

12 A. I don't know.

13 Q. So if 80 percent or approximately 80
14 percent of the situations you've been in the owner
15 passes title to the relocation company to the buyer,
16 do you know that they -- that, in fact, happened?

17 A. No, not if I don't see a deed showing that
18 at closing.

19 Q. And do you typically ask for the deed?

20 A. Yeah, probably.

21 Q. But you didn't in this case, right?

22 A. Well, I don't know that. I wasn't at
23 closing.

24 Q. Okay. So -- But in the correspondence

1 that we had, you didn't ask to see a deed that AIRES
2 had --

3 A. Not that I -- I'm sorry. Not that I see.

4 Q. Okay. All right. So you mentioned that
5 you spoke to Carol about this.

6 Did she have any deed or proof of any
7 deeds passing from Gonrings to AIRES?

8 A. I don't believe so.

9 Q. Okay. And -- Sorry to keep jumping
10 around.

11 But when you said that approximately 80
12 percent goes from owner to relo to buyer, does that
13 mean that 20 percent of the closings the relocation
14 company doesn't have the deed?

15 MR. MCCARTHY: Can I just place an objection
16 that that is a mischaracterization of his testimony.
17 He didn't say it was approximately 80. He said he
18 didn't know. You then said was it -- could it be
19 more than 60? Probably more than 60. Could it be
20 80? Maybe 80. Yeah, maybe 80. So he didn't say
21 it's approximately 80. His answer to the question
22 was he didn't know.

23 BY MS. McAULIFFE:

24 Q. Okay. So in the -- You said more often

1 than not it goes from owner to relo to buyer.

2 So in the situations where it doesn't go
3 from owner to relo to buyer, the relocation company
4 doesn't have a deed, correct?

5 A. I don't know that. I don't know if they
6 don't have a deed that's sitting there and they ask a
7 buyer for whatever reason to re-execute a deed
8 directly to the new buyers? I don't know. I'm
9 not -- I'm not privy to any of that.

10 Q. So what do you base the more often than
11 not it goes from owner to relo to buyer on then?

12 A. You know I just -- I'm trying to think.
13 We'll take, for example, last year. If we did 1,400
14 closings, I would say maybe 15 or 20 of those might
15 have been relo, maybe. I mean, I don't know. So,
16 you know, these are few and far between. But when
17 I'm -- But when I'm -- When I think of a relo
18 closing, I think of having two deeds at closing.
19 More often than not I usually see two deeds. I mean,
20 that's all I can say, I guess.

21 Q. Okay. But in this situation that's not
22 what happened?

23 A. Yeah, apparently not.

24 Q. Okay. And when you say apparently not,

1 you mean it didn't happen, right?

2 A. Well, I -- When I say apparently not, I
3 don't know if there was ever a deed that was executed
4 between the Gonrings and AIRES, or if a new deed was
5 executed, for whatever AIRES said, hey, you know what
6 Gonrings, we lost the original deed, they conveyed it
7 to us. At this point we are two weeks away from
8 closing or a week away from closing, would you mind
9 executing a new deed, directly to the Gonrings. I
10 mean, I don't know -- I don't know any of that. I
11 don't know the behind the scenes because that's
12 between AIRES and the Gonrings.

13 Q. And you never asked either of them what
14 was going on with the title?

15 A. No. No. Now, in the end if I get a title
16 commitment from the title company that insures my
17 client, that's what I'm most concerned with.

18 Q. Yeah. It doesn't matter to you either way
19 as long as your client has a title that works, right?

20 A. At closing I would probably agree with
21 you. It probably matters a little more when we're
22 going through attorney review though.

23 Q. What do you mean by that?

24 A. I mean that if I'm getting good clean

1 title at closing and I only see one deed, or if AIRES
2 would have said, hey, we're not the owners of the
3 property, the questioning and the correspondence in
4 attorney review would have taken a much different
5 tone.

6 Q. And did your client end up with clean
7 title in the end --

8 A. Yes.

9 Q. -- at this closing? Okay.
10 And did you ever try to contact the
11 Gonrings?

12 A. No. Not that I'm aware of.

13 Q. Why not?

14 A. Because we would have assumed that they
15 were out of the picture.

16 Q. And did anyone ever tell you you couldn't
17 talk to them?

18 A. I -- I don't recall.

19 Q. But in Sarah Wilkins and in all that
20 correspondence, no one mentioned that you were
21 forbidden from talking to the Gonrings?

22 A. Not that I see. Not that I can see in the
23 correspondence.

24 Q. And in her deposition Ms. Sgariglia

1 mentioned that you told her that she couldn't contact
2 the Gonrings.

3 Did you ever say that?

4 A. Not that I can recall.

5 MS. OSHANA: I'm going to object to
6 mischaracterization of testimony. Thank you.

7 BY MS. McAULIFFE:

8 Q. In your experience with the relocation
9 companies, had you ever contacted the original owners
10 directly?

11 A. Not that I'm aware of. I don't think we
12 ever have any of the contact information.

13 MS. OSHANA: I'm sorry. I have one more
14 objection I forgot to put on the record. It's also
15 attorney-client privilege. Thank you.

16 BY MS. McAULIFFE:

17 Q. All right. So now I'd like to turn to the
18 complaint that Ms. Sgariglia filed in this case.

19 Did you ever see the complaint or did
20 anyone show it to you?

21 A. I have not.

22 Q. Okay. So I'll pull up a copy of the
23 complaint.

24 We can mark it as -- I believe we're on

1 Exhibit 7?

2 MS. REPORTER: Exhibit 8.

3 MS. McAULIFFE: Exhibit 8. Thank you.

4 BY MS. McAULIFFE:

5 Q. So you'll see here that it says that
6 Ms. Sgariglia is alleging that by failing to disclose
7 the title owner, it induced her closing attorney,
8 you, to refrain from directly contacting with the
9 Gonrings.

10 Do you think that's a fair statement?

11 MS. OSHANA: Are you showing an exhibit because
12 I don't see any?

13 MS. McAULIFFE: Okay. Can you see it now.

14 BY MS. McAULIFFE:

15 Q. All right. So you'll see in Paragraph 61
16 it reads that Defendant AIRES' representation that it
17 was the current owner which caused her attorney to
18 refrain from demanding direct communication with the
19 actual owners of the condo.

20 Would you say that's a fair statement?

21 A. Yes.

22 Q. Okay. And why do you think you were
23 refrained from direct communication -- Why do you
24 think you refrained from direct communication with

1 them?

2 A. Because -- Because they were the prior
3 owners. They were out of the picture is what we're
4 assuming.

5 Q. And why did you assume that?

6 A. Well, because our Attorney Review Letters
7 referenced them as the prior owners. I think that
8 the point here is that if Sarah or AIRES would have
9 say, hey, I noticed that you mentioned prior owners,
10 hey, the Gonrings are still the owners of the
11 property, then we're not going to take -- we are a
12 third-party relocation company, we cannot make any
13 representations, we would have never settled for
14 that.

15 Q. But why can't you talk to the prior owners
16 of a property?

17 A. Well, I suppose you can. But if you're
18 buying a property, are you going to go back two or
19 three owners and ask them questions especially when a
20 relo is involved? It's just not going to be typical
21 for you to do that.

22 Q. But you knew they were the last ones to
23 occupy the property, right?

24 A. I would assume that that's what we

1 concluded.

2 Q. Because AIRES told you that they had never
3 occupied the property?

4 A. Well, right. And we're asking in this
5 Attorney Review Letter, hey, contact the prior
6 owners. That is our attempt to get these answers
7 directly from the Gonrings. But that third-party
8 relocation company barrier was continuously put
9 forth.

10 Q. What barrier are you referring to?

11 A. That I can't get the representations
12 directly from the Gonrings. The only -- The only
13 correspondence or representations I'm going to get
14 are from AIRES.

15 Q. But it would have been possible to get
16 those -- that information from the Gonring?

17 A. Yes, we tried. Our letters -- Our letters
18 indicate that we tried.

19 Q. But that was asking AIRES, not the
20 Gonrings, for that information, right?

21 A. Yeah. Correct. I mean, what are we going
22 to do? Try to hire an investigator to locate their
23 address and phone number and give them a call. It's
24 just not feasible to do that.

1 Q. But you knew who -- But you knew who they
2 were, right?

3 A. Only a -- Only a name.

4 Q. Did you ever ask AIRES for any more
5 information about them?

6 A. No, other than getting a representation --
7 getting answers to these questions from them which --
8 which AIRES said we couldn't get.

9 Q. Which -- But AIRES actually said that they
10 didn't -- they couldn't provide the information.
11 They didn't say they couldn't get it if they wanted
12 to, right?

13 A. Well, had AIRES said, hey, you guys keep
14 referencing prior owner. I just want you to know
15 that the Gonrings are the current owners of the
16 property. I can tell you wholeheartedly that the
17 response would have been, hey, you need to answer
18 these questions. I need this -- I need to see
19 answers coming directly from the Gonrings. Not from
20 you AIRES. But directly from the Gonrings on these
21 questions that we put forth in our Attorney Review
22 Letter.

23 Q. But you only referenced prior owner in one
24 letter, right?

1 A. Yeah -- Or -- I don't know. I'd have to
2 look through them. But --

3 Q. Right. And you never asked AIRES for a
4 phone number or address or any way to contact them,
5 right?

6 A. Not that I recall.

7 Q. And in the letters you never directly
8 asked to contact them?

9 A. I think we did. We asked them, hey,
10 please contact the prior owner. But for us to
11 specifically contact them, I don't believe that we
12 asked that.

13 Q. So -- One moment, please. All right.
14 And you discussed previously about it
15 would have been -- not the -- I'm summarizing. But
16 you discussed that you -- it would have been a red
17 flag if you had known that the Gonrings were current
18 owners.

19 What would you have done differently if
20 you had known they were current owners?

21 A. Well, I would have treated this just like
22 any other transaction in that Sarah is an attorney
23 representing the sellers. That kind of layer of relo
24 would have been removed and these questions that

1 we're asking especially as it pertains to
2 insurability and the water infiltration, the ones
3 that we pushed back on, I would have required -- We
4 would have requested, hey, I need these questions
5 answered. This needs to come directly from the
6 sellers whom presumably you're representing.

7 Q. And what's the difference between seller
8 and owner?

9 A. In my opinion, in this situation, nothing,
10 they're one and the same. I'm assuming that they're
11 one and the same. We're assuming that they're one
12 and the same.

13 Q. All right. I'd like to turn to again some
14 answers that Ms. Sgariglia provided in her
15 interrogatories, that she provided.

16 Do you know what interrogatories are?

17 A. Yes.

18 Q. Okay. Just making sure. All right.

19 So please mark this as Exhibit 9.

20 I'll give you a moment to read No. 7 in
21 the response.

22 A. No. 7?

23 Q. Yes.

24 A. Okay.

1 Q. All right. So we discussed this a little
2 bit before, but -- Have you seen this before?

3 A. No.

4 Q. Okay. So you'll see in No. 7 that we
5 asked Melinda what evidence she had for stating that
6 as is typical in real estate transactions involving
7 real estate -- relocation companies, there are often
8 two deeds recorded at closing. One deed is for the
9 previous owner to the relocation company. And the
10 second deed is from the relocation company to the
11 buyer. And she responded that her evidence was
12 Plaintiff's real estate counsel.

13 Did you ever tell Melinda this?

14 A. No, I can't recall.

15 Q. But you -- Do you believe that to be true?

16 A. Yes.

17 Q. And what's your basis for that statement?

18 A. That there's two deeds?

19 Q. Yes.

20 A. Just experience.

21 Q. Okay.

22 MS. McAULIFFE: All right. That was all the
23 questions that I had.

24 If anyone else have any questions, you can

1 proceed.

2 MS. OSHANA: I have questions.

3 MR. McCARTHY: I have questions too.

4 MR. GOOD: I have questions at the end, but I'd
5 like to go last.

6 MS. OSHANA: All right. Go ahead, Mr. McCarthy,
7 I'll go after you.

8 MR. McCARTHY: Okay. Thanks, Carol.

9 Good morning, Tom. My name is Paul
10 McCarthy. I represent the Gonrings in this case.

11 EXAMINATION

12 BY MR. McCARTHY:

13 Q. How many lawyers are in your firm?

14 A. Seven.

15 Q. And how many are lawyers who attend real
16 estate closings?

17 A. Six.

18 Q. And how many -- How many lawyers attended
19 real estate closings back in 2018?

20 A. Probably four.

21 Q. And I understood you to say and wanted to
22 confirm that Paul Garber is an attorney at your
23 office who covered the closing of this transaction
24 for Melinda's purchase of this condominium unit, am I

1 right about that?

2 A. Correct. At least I believe so. It --
3 The only thing that we have is an e-mail stating that
4 he was going to be there, that I saw.

5 Q. Is Paul still with your firm?

6 A. Yes.

7 Q. All right. What is the percentage of your
8 practice that focuses on real estate -- residential
9 real estate transactions and closings?

10 A. Probably 85 percent.

11 Q. So it's a vast majority of your practice?

12 A. Yes.

13 Q. What is the other 15 percent?

14 A. Estate planning and probate.

15 Q. Do you have your file with you?

16 A. Yes, it's a digital, but it's in front of
17 me.

18 Q. Can you tell me what is your file
19 comprised of? If you can kind of take us through
20 what's in your file?

21 A. Yeah, we have folders in the file. So I
22 go to, you know, 2018 old closings. Sort by S. I go
23 to Melinda's file. You know, I can see receipts. A
24 receipts folder. Mortgage contingency. Power of

1 attorney. Attorney review. Title. Addendums.
2 Association. And then they all -- Correspondence
3 goes into those folders. What sits out are, you
4 know, engagement letters, the contract, assessed
5 values, tax bills, closing statements, and then, you
6 know, all the documents from closing, the final
7 settlement statement, et cetera.

8 Q. Can you look in your file and tell me what
9 disclosures you have in your file?

10 A. When I look at the contract, I have a
11 seller's property disclosure statement, and then I
12 have an Illinois residential real property
13 disclosure.

14 Q. All right. And the seller's property
15 disclosure statement, who is that from?

16 A. It has the sellers names on it, and it is
17 signed by the seller, the Gonrings, and a prospective
18 buyer, Amanda something or other, two prospective
19 buyers, and then there's a side initial with
20 Melinda's initials on there.

21 Q. And when would you have received that
22 disclosure statement in the course of your firm's
23 representation of Melinda?

24 A. It looks like when we would have received

1 a copy of the contract.

2 Q. So right at the beginning?

3 A. Yes.

4 Q. All right. Are you -- Is this the
5 document that's in your file? Do you see it?

6 A. Yeah, I'm just going back to mine. Yep,
7 it looks to be the same document.

8 MR. McCARTHY: All right. I would like to mark
9 this as Exhibit 9.

10 MS. McAULIFFE: 10.

11 THE REPORTER: Exhibit 10.

12 BY MR. McCARTHY:

13 Q. Tom, if you can just review with me what
14 else would you have received in this initial tranche
15 of information? You indicated the Purchase and Sale
16 Agreement; is that right?

17 A. Yeah. Correct. It's typically that and
18 the disclosures that we -- that we receive at the
19 outset.

20 Q. All right. And then you also indicated
21 that you had a State of Illinois Disclosure form?

22 A. Correct.

23 Q. All right. We'll get to that one in a
24 second.

1 And is it your practice and your firm's
2 practice to review the disclosures when they're
3 received?

4 A. Typically, yes.

5 Q. Or is it -- Is it not that important
6 because you have your standard letters that go out
7 that asks specific questions?

8 A. I would say it's typical practice that we
9 do review those. And, yes, these are standard
10 letters, so those requests are always in the letters.

11 Q. Kind of a belt and suspender kind of --

12 A. Yeah, kind of.

13 Q. So the disclosure that we're looking at,
14 Exhibit 10, is on an AIRES form, correct?

15 A. Correct.

16 Q. And it identifies Nicholas and Kelsey
17 Gonring, am I right about that?

18 A. Yes.

19 Q. And then it goes through and it has
20 Melinda's electronic signatures on each page; is that
21 right?

22 A. Correct.

23 Q. And then at the end it indicates that the
24 sellers are Kelsey and Nicholas Gonring. They signed

1 this document in May of '18. The buyer is listed as
2 AIRES. This is dated June 6th of '18. And then
3 there's another buyer on here for Melinda, and that's
4 dated June 7 of '18.

5 Am I right about all of those things?

6 A. Yes.

7 Q. So you would have known from the inception
8 of this matter that this is a relocation situation
9 where the relocation company is going to be the buyer
10 from the Gonrings and then the relocation company is
11 going to be the seller to Melinda?

12 A. Yes.

13 Q. All right. And you indicated that while
14 roughly 60 percent of the time there are typically
15 two deeds at closing -- And I want to specify, and I
16 think you said this in your testimony -- but one deed
17 is from the owner to the relocation company, and the
18 second deed is from the relocation company to the
19 buyer?

20 A. Correct.

21 Q. And none of that is a surprise to you
22 because you guys get the closing packets in advance
23 of closing, correct?

24 A. No, that's not correct. Typically we

1 don't see any of that until you get to closing.

2 That's more typical than not. Actually that's
3 probably 95 percent of the time.

4 Q. All right. So sometimes, but not often,
5 you get the closing packets in advance, but mostly
6 you receive them at the closing?

7 A. That's correct. By closing packet, I'm
8 assuming deed, affidavit, title, bill of sale.
9 Sellers closing packet you don't see until the
10 closing table typically, yes.

11 Q. What do you typically see with respect to
12 the closing in advance of the closing? Do you get
13 a -- Do you get a closing statement, a draft closing
14 statement, at least?

15 A. Exactly. You get a preliminary closing
16 statement from the title company.

17 Q. All right. So let's talk about the other
18 way that this goes, and that is that -- that
19 sometimes the deed is issued directly from the owner
20 to the buyer and there is no deed with a relocation
21 company, am I right about that?

22 A. Yes.

23 Q. And that happens -- The balance of, let's
24 say, if 50 percent is typical, then the other -- the

1 other portion is roughly 40 percent?

2 MS. OSHANA: I'm going to object because that
3 mischaracterizes his testimony. He didn't say that
4 it occurred 60 percent of the time versus 40 percent.
5 Thank you.

6 BY MR. McCARTHY:

7 Q. Well, I want to be -- I want to be fair to
8 you, Tom. So why don't you share with us what is
9 your best estimate of that percentage.

10 A. I just -- I don't know. I'm trying to put
11 myself at the closing table on some of these and -- I
12 would just say it's more often than not, and what I'm
13 accustomed to seeing are two deeds. I mean, that's
14 as good of an answer as I can give you. I'm sorry.

15 Q. No, that's fine. And I just want to be
16 clear on the record that the other way that that goes
17 is that there's one deed at closing and that one deed
18 is from the owner to the buyer and it doesn't go
19 through the relocation company, fair?

20 A. Fair.

21 Q. All right.

22 A. And the only situation that I can
23 affirmatively state that that applied was in this
24 situation.

1 Q. Well, but those are -- Those are the two
2 ways that it would go at closing, am I right about
3 that, that --

4 A. Well, I know that there's two ways --

5 Q. -- that --

6 A. I'm sorry. Go ahead.

7 Q. I'm just trying to make sure that you and
8 I are communicating. I'm understanding you need to
9 say there's two ways that this goes. One way is that
10 there are two deeds at closing from owner to
11 relocation company and from relocation company to
12 buyer. And the other way that this can go is that --
13 that the deed goes from owner to new buyer and there
14 is no deed to the relocation company, correct?

15 A. Correct.

16 Q. All right. And from the beginning of this
17 transaction we know that -- that there's going to be
18 a situation where the Gonrings are conveying title or
19 they're going to be the sellers to AIRES and AIRES is
20 going to be the seller to Melinda, right?

21 A. Correct.

22 Q. And in your work in the real estate area,
23 you understand that there's often the situation where
24 there is mutual agreements. In other words, a

1 Purchase Agreement from owner to relocation company
2 and then relocation company has Purchase Agreement
3 with buyer.

4 That's common, isn't it?

5 A. I -- I -- I don't know what is executed
6 between owner and relocation company. I only know
7 what's executed between relocation company and buyer.
8 I don't think I've ever been privy to that.

9 Q. You would presume there's a Purchase
10 Agreement of some kind?

11 A. Agreed. Yes, I would have presumed that.

12 Q. All right. So let's go -- So we see that
13 on the -- the initial disclosure, that we have a
14 situation where the Gonrings are going to -- they're
15 identified as sellers. We've got two buyers on this
16 document. And then I want to scroll up and -- on
17 Paragraph 6, Section 6, it says structural items.

18 Do you see that?

19 A. Yes.

20 Q. And 6A asks are you aware of any past or
21 present water leakage in the house or other
22 structure? And there's handwritten response to this
23 that says Unit 3 had leaks on west-facing windows,
24 HOA sealed building to resolve Unit 3 leak.

1 Do you see that here?

2 A. Yes.

3 Q. Would you have made note of that at the
4 time when this came in, or might that have been
5 something that wouldn't have been noteworthy to you?

6 A. No, I would say that that would have been
7 something that was noteworthy.

8 Q. Because what this is -- this is
9 identifying is that now the buyer has knowledge that
10 Unit 3 had leaks on the west-facing windows; is that
11 right?

12 A. Yes.

13 Q. And the buyer has knowledge that an action
14 was taken by the HOA to seal the building to resolve
15 the Unit 3 leak, fair?

16 A. Fair.

17 Q. And I assume, but should ask, you probably
18 don't have any specific recollection of this
19 language?

20 A. Correct.

21 Q. Then the other disclosure that you
22 identified in your file -- Well, let me ask you this
23 as well. So -- Would you agree with me that as of
24 May of 2018 that you're on notice, the buyer is on

1 notice that the Gonrings were -- Well, let me --
2 Strike that question. That's not a good question.

3 Does this sellers property disclosure
4 statement tell you, Tom, that the Gonrings are in
5 occupancy of that unit?

6 A. No, it does not.

7 Q. They could have moved out May 25th of
8 2018?

9 A. Exactly.

10 Q. But that's something that could be asked
11 of your client, Melinda. You could ask Melinda, you
12 know, did you go to the inspection? Was the unit
13 occupied? Was there furniture? Was there clothes
14 there? Those sorts of things, right?

15 A. Agreed. Correct.

16 Q. And there's nothing -- Forgive me. I'm a
17 Michigan attorney.

18 There's nothing under Illinois law -- And
19 I think the other counsel asked this a number of
20 times. There's nothing that prohibits you from
21 contacting the Gonrings, correct?

22 A. Well --

23 Q. I get that it's not standard, but I'm just
24 saying that there's no legal prohibition, right?

1 A. Well, there is a prohibition. If we had
2 known that they were still the owners of the
3 property, I would have to go through their
4 representation. I can't contact another party who's
5 represented by counsel.

6 Q. What about through real estate agents?
7 Can you contact the real estate agent?

8 A. If I know that they're represented by
9 counsel, I wouldn't -- I would direct all
10 correspondence through their counsel.

11 Q. All right. Fair enough.
12 Melinda, however, Melinda could contact
13 her -- Presumably she had a real estate agent, right?

14 A. Correct.

15 Q. And that real estate agent can talk to the
16 sellers' real estate agent, fair?

17 A. Certainly.

18 Q. And ask for specific information from the
19 Gonrings if they were to push that, fair?

20 A. Fair.

21 Q. Right. All right. The Illinois Realtors
22 Residential Real Property Disclosure Report that's in
23 your file, how many of those do you have? Is it just
24 one or two?

1 A. I have one that I'm looking at right now
2 that was attached to the contract. Do you want me to
3 look through my -- I see I've received another one,
4 but it looks to be -- 6/7 -- It appears to be the
5 same one.

6 Q. And who is -- Who filled it out?

7 A. The Gonrings did.

8 Q. All right. I'm going to mark as Exhibit
9 11 -- Let me just make a note for myself here. I'm
10 going to mark as Exhibit 11 the Illinois Realtors
11 Residential Real Property Disclosure Report. This is
12 signed by Melinda on Dot -- in Dotloop which is an
13 electronic signature platform for real estate,
14 correct?

15 A. Yes.

16 Q. And that's dated June 7, 2018.

17 Am I right about that?

18 A. Yes.

19 Q. And this one is filled out by an agent for
20 American International Relocation Services.

21 Do you have that in your file?

22 A. I see where they sign as prospective
23 buyer. But it's filled out by the Gonrings as seller
24 in the box above.

1 Q. Yep. Correct. Thank you for that. So
2 this is filled out by the Gonrings and then signed by
3 an agent for AIRES identified as prospective buyer,
4 and then signed again by Melinda?

5 A. Correct.

6 Q. All right. So, again, everyone is --
7 everyone is on notice that there are going to be --
8 there's two deals going on here.

9 One is between the Gonrings and AIRES, and
10 another one is between AIRES and Melinda, fair?

11 A. Yes.

12 Q. I'm marking as Exhibit 11 -- I'm sorry --
13 12, another Illinois Realtors Residential Real
14 Property Disclosure Report that has Xs through it,
15 and it is signed by Amanda -- I can't really see her
16 last name very well -- an agent for AIRES, and then
17 signed by Melinda.

18 Do you see that?

19 A. Yes.

20 Q. Do you have this in your file?

21 A. Yes.

22 Q. Do you have any other disclosures in your
23 file?

24 A. Just Raydon.

1 Q. Okay.

2 A. Two Raydon disclosures. One that was
3 completed by the Gonrings, and one that is just X'd
4 out and signed for by AIRES.

5 Q. Okay. Counsel asked you questions about
6 the inspection report. And as I recall, your answer
7 was you do -- that is something that you and your
8 firm take a look at to consider what the conditions
9 are of the property that were identified by the
10 inspector?

11 A. Yes and no. We will largely defer to our
12 clients when it comes to inspection requests because
13 what are issues for some people are not issues for
14 others. We're not at the home inspecting the
15 property. So there are times where we don't review
16 the inspection report at all if I get the requests
17 directly from my client. We would review it if they
18 have questions.

19 Q. And forgive my lack of geographic
20 knowledge.

21 But where are you in relation to the city?

22 A. 20 minute train ride -- 15 miles.

23 Q. And what percentage of your work deals
24 with purchase agreements relating to condominiums?

1 A. Half.

2 Q. And I assume a lot of that is in the city
3 itself?

4 A. Correct.

5 Q. Is there -- Is there any knowledge on your
6 part as a real estate dedicated lawyer with respect
7 to buildings that are constructed with
8 split-face-brick?

9 A. Yes.

10 Q. And what is your knowledge in that regard?

11 A. That they need to be taken care of. They
12 need to be maintained because they could be -- they
13 can be porous.

14 Q. And is there -- Is split-face-brick now
15 prohibited from being used as a construction material
16 in the city of Chicago?

17 A. I don't know.

18 MR. McCARTHY: Just to clarify. I'm sorry. I
19 think it's called split-face-block.

20 BY MR. McCARTHY:

21 Q. Is that the same thing, Tom?

22 A. Yeah, I think we're talking about the same
23 thing. We're talking about non-brick.

24 Q. All right. And do you typically ask your

1 clients, hey, listen, is this a split-face-block
2 construction because you need to be concerned about
3 that?

4 A. Sometimes I think we will -- we may have
5 that conversation.

6 Q. Would you agree with me that if it came to
7 your attention that the building is made of
8 split-face-block, that would be something that you
9 would talk to them about?

10 A. I don't think that I can agree or
11 disagree. I mean, this falls within the purview of
12 an inspection. I mean, the City is absolutely
13 littered with split face -- I've owned three condos
14 in the City and all of them had split face. Some had
15 very, very minor issues. When you're proactive with
16 it, that's the -- that's the element that you stress.
17 You've just got to be proactive with it. When you're
18 proactive with it, my experience is that it's just
19 fine.

20 Q. And by being proactive with it, does that
21 mean sealing the split-face-block?

22 A. Exactly.

23 Q. What else does it mean to be proactive
24 with split-face-block other than sealing?

1 A. You know, your typical flashing,
2 tuckpointing, sealing.

3 Q. And when you say that you've owned three
4 condominiums that were constructed with split face
5 block, so you have personal knowledge of being an
6 owner of one of those units?

7 A. Correct.

8 Q. And you said it can just be, you know,
9 minor issues.

10 What are the minor issues that you
11 experienced as a condominium owner of a
12 split-face-block building?

13 A. Minor leak. Little like spot on the
14 sealing or around the window.

15 Q. And that occurred on two other units that
16 you owned?

17 A. Yeah. Out of three, I would say honestly
18 one that I can only think of.

19 Q. And what was the most significant problem
20 that you had with the three condominium units that
21 you owned that were constructed of split-face-block?

22 A. On my unit I was a first floor and the
23 sixth unit. I was a duplex down. Water had come
24 somehow and came down through the fireplace in my

1 unit.

2 Q. And what problems did that present?

3 A. I think that was the roof, to be quite
4 honest with you. I can't recall having -- The
5 building may have had -- Other units may have had
6 leaks around the windows, I'm trying to think -- I
7 can't recall having -- having leaks in any of my
8 units other than the one that I just disclosed to
9 you. I could be wrong. This is many, many years
10 ago.

11 Q. Understood. And you don't -- Do you have
12 any recollection of having knowledge that this unit,
13 Unit 1, in this building was in a building made of
14 split-face-block?

15 A. I can't recall.

16 Q. You probably don't.

17 A. Yeah, I can't recall.

18 Q. And in your experience, one thing that
19 would be important to you to share with a client who
20 is purchasing a building in a -- purchasing a
21 condominium unit in a building constructed of
22 split-face-block would be to inquire as to when the
23 block was last sealed?

24 A. Yeah, that's typical. That can be

1 typical.

2 Q. All right. I'm going to get back to the
3 other document that would have been at the beginning
4 of your representation. And I take it from your --
5 from the way you described this process, Tom, that
6 your group works a bit as a team, that you and Kirk
7 commonly work on situations together, and that's not
8 atypical whatsoever in your practice?

9 A. Correct.

10 Q. And whether you attend the closing, Kirk
11 attends the closing or another lawyer attends the
12 closing, that's also common in your practice?

13 A. Correct.

14 Q. All right. I would like to mark as
15 Exhibit 13 a Purchase Agreement. This is a
16 Condominium Real Estate Purchase and Sale Contract,
17 and my guess is, but I want to confirm with you, this
18 is a -- this is a form agreement created by the
19 Chicago Association of Realtors that is unique to the
20 sale of condominium units?

21 A. Correct.

22 Q. And under this Purchase Agreement the
23 property here at the top is defined as Unit 1 of this
24 building, correct?

1 A. Correct.

2 Q. The purchaser is Melinda, and the seller
3 is AIRES, right?

4 A. Yes.

5 Q. And that's consistent with all of the
6 disclosures that show -- that reveal we're going to
7 have two transactions; we've got one deal from the
8 Gonrings to AIRES, and another deal from AIRES to
9 Melinda, right?

10 A. Right.

11 Q. No secret about that here, right?

12 A. Right.

13 Q. And then under the signature lines we have
14 the signature lines for all of the appropriate
15 parties, correct?

16 A. It appears so, yes.

17 Q. And then as I understand it, under
18 Illinois law there's a 5-day period to get something
19 done with attorneys? Can you explain that for me?

20 A. Yeah, upon acceptance of a contract
21 there's typically a 5 business day attorney
22 inspection review period, and within those five
23 business days it gives a buyer an opportunity to have
24 an inspection and for us to prepare a letter, like we

1 did here, to be able to send over to the sellers'
2 side, the sellers get the proposed modifications or
3 whatever and send it to the buyer's side, and then
4 the parties have a reasonable amount of time to reach
5 an agreement on all of those issues, and if an
6 agreement cannot be reached, the contract will
7 terminate and both parties part ways, the buyers get
8 a return of their earnest money.

9 Q. Help me understand the time period here,
10 and I'm asking because I literally just don't
11 understand it. So we have an acceptance date of
12 June 8, 2018, and a signature date by Melinda in May
13 of 2018.

14 It's my assumption -- But maybe you can
15 help me understand specifically -- you would have
16 received this Purchase Agreement in the
17 disclosures -- Let me just ask you when? When would
18 you have received those?

19 A. It's typically after the seller signs. So
20 it looks like it was saved in our folder on June 8th.

21 Q. All right. So June 8, 2018 begins the
22 five-day attorney review period?

23 A. That's exactly right, five business days.

24 Q. All right. So assuming there's a weekend

1 in there, you have seven days from June 8th, so you
2 have until June 15, '18 to have the buyers -- to have
3 a lawyer approve -- lawyers approve the contract?

4 A. Yeah, more or less.

5 Q. All right. But the letters that we see
6 between your office and Sarah Wilkensen [sic], those
7 go well outside June 15.

8 Is that -- Is that part of this five-day
9 period, Tom, or is that a different process?

10 A. I'm sorry. Can you state that again.

11 Q. The letters between your firm and the
12 lawyer for AIRES where, you know, there are questions
13 that are being asked and counsel marked those as
14 exhibits, those are well after and outside the date
15 of June 15th, aren't they?

16 A. Yeah, well. The initial letter -- All
17 that's required is for you -- for each party's
18 respective attorneys to make the modifications within
19 that five business days. Then, you know, it can
20 stretch for as long as the parties want to or until
21 either party terminates.

22 Q. And I think the last document that was
23 marked as between your office and Sarah Wilkins was
24 stretched into July of 2018.

1 Is that -- Just for my own edification, is
2 that still part of this five-day period or is that
3 different?

4 A. No, it's part of that same process. Part
5 of that same five-day period.

6 Q. And are the parties, through the lawyers,
7 agreeing to extend that five days to encompass these
8 discussions?

9 A. Yeah, but either party can terminate at
10 any time.

11 Q. Okay. Fair enough. All right.

12 So in addition to that original Purchase
13 Agreement, then there is an AIRES addendum to
14 Purchase Agreement, and this was provided at the same
15 time apparently that AIRES signed off on the Purchase
16 Agreement.

17 Would you agree with that?

18 A. Yeah, it appears so.

19 Q. All right. And then Melinda, your client,
20 signs off on that on June 8th as well?

21 A. I don't -- Where is that on your -- Is
22 that --

23 Q. Buyer. And it just looks like an M.

24 A. Let me look at the contract. That's -- I

1 would assume it is. That's the addendum.

2 Q. Here. I can go to the top and just -- We
3 could look to see --

4 A. I don't -- I don't know -- I don't know
5 if -- Honestly, I can't tell you.

6 Q. Well, it's signed by AIRES and seller. We
7 can agree on that much.

8 A. I'm looking at --

9 Q. It's signed by someone as buyer, and the
10 someone has -- It looks to be an M. Does that look
11 to be an M to you?

12 A. I'm just looking at the initials. Yeah, I
13 suppose. I mean, I can't imagine who else would have
14 signed that.

15 Q. And then we also have an addendum to the
16 Purchase and Sale Contract that's also part of
17 Exhibit 13 -- I just included these all in one
18 document for convenience -- is the addendum to the
19 Purchase and Sale Agreement, and this is dated and
20 signed by AIRES on July 5 and by your client on
21 July 7th?

22 A. Yeah, that would have been a result of
23 that attorney review. That wasn't part of the
24 initial contract.

1 Q. Right. That's why we have an addendum to
2 the purchase -- All to say we have an addendum that
3 is giving your client a \$3,000 credit at close?

4 A. Correct.

5 Q. All right. Have we reviewed all of the
6 disclosures that were in your file?

7 A. As far as I can tell, yes.

8 Q. Now you indicated you have a folder in
9 your file called Association.

10 What's in the Association folder?

11 A. What's called a 22.1 disclosure rules and
12 regs, budget, declaration and bylaws, HOA bank
13 statement, paid assessment letter and meeting
14 minutes.

15 Q. Okay. Can you explain for the benefit of
16 someone who's unfamiliar with the 22.1?

17 A. Yeah, 22.1 is a statutory requirement that
18 just really addresses threshold questions for a
19 condominium purchaser. You know, the most important
20 typically are, hey, are there any capital
21 expenditures that the Association intends to
22 undertake, and how are those capital expenditures
23 going to be financed? So it really puts a
24 prospective buyer on notice of, you know, of

1 potential incidents of getting dinged with a special
2 assessment or an increase in assessments or what may
3 be problematic with a particular building. Super --
4 Very important disclosure.

5 Q. All right. I'm going to mark -- Nope,
6 that's not it. I'm going to mark as Exhibit 14 the
7 22.1.

8 Is that what this document is?

9 A. Yes.

10 Q. And for the benefit of the -- of the jury,
11 this is a document that gets filled out by the
12 Condominium Association itself?

13 A. Correct.

14 Q. And tell me what's -- From your
15 perspective as counsel for a buyer of a condominium
16 unit in Chicago, what -- what are you looking for in
17 this document?

18 A. Really everything that's on there. I
19 mean, those important threshold questions. So this
20 is -- This is a document that we absolutely review.
21 It's probably the single most important condominium
22 document, in my opinion. So I think that the
23 questions on the disclosure statement are pretty
24 self-explanatory. How much are in reserves? Are

1 there any specific projects that are upcoming? Any
2 capital expenditures that we should anticipate? How
3 are those going to be financed? Special assessment?
4 Increase monthly? Loans in some circumstances. Is
5 there anything not in compliance with the condominium
6 declaration? Are there any liens on the property?
7 So I think the document itself is -- is pretty
8 self-explanatory.

9 MS. OSHANA: Counsel -- Sorry, Mr. McCarthy.
10 Can you just make -- I want to make sure it's the
11 correct line. Can you just go to the signature page,
12 please. Thank you.

13 BY MR. McCARTHY:

14 Q. And this document -- Can you confirm, Tom,
15 that in your file you have the same 22.1 signed by
16 John Gorr on behalf of the Board of Managers?

17 A. Confirmed.

18 Q. Okay. And the 22.1 with respect to this
19 situation identifies the amount of reserves for
20 capital expenditures of \$2,208, right?

21 A. Correct.

22 Q. And then it indicates, are there any
23 reserves designated for any specific projects?

24 And the answer to that question is, no,

1 correct?

2 A. Correct.

3 Q. And then it also asks are there any
4 capital expenditures anticipated in the next two
5 fiscal years that would require special assessment?

6 And the answer to that question was?

7 A. No.

8 Q. You also indicated that you had meeting
9 minutes in your file.

10 What are the meeting minutes of?

11 A. It looks like just one page, May 7, 2018,
12 lists item discussed. Really they're talking about
13 the tuckpointing. It looks like -- It looks like
14 their agreement to commit to Arrow. It looks like
15 their agreement to contract with Arrow Masonry &
16 Exteriors to perform work on the building.

17 Q. Does your file indicate when you received
18 that?

19 A. The meeting minutes? You know -- They're
20 saved in our file on June 29th --

21 Q. I'm going to --

22 A. -- 2018.

23 Q. I'm going to mark as Exhibit 15 a June 29
24 e-mail. This is from Ariana Listecky,

1 L-I-S-T-E-C-K-I.

2 Is that someone from your office?

3 A. Yes.

4 Q. And do you know who this was sent to you?

5 A. Just by looking at the cc, yes.

6 Q. And who -- Who are the recipients?

7 A. Actually, I don't know. I'm assuming that
8 our client, Melinda, is M dot aeunc. MC at
9 @Properties would have been the buyer's agent, Megan.
10 Kirk in our office. Copies to our action step file.

11 Q. I also assume that given the nature of
12 your practice, you know a ton of real estate agents?

13 A. Yes.

14 Q. And you know and probably have your own
15 opinions about who's good and who's really diligent
16 and who's kind of sloppy, you probably know that?

17 A. Yeah, a little bit.

18 Q. Were you familiar with the agents on both
19 sides of this transaction?

20 A. I don't know. Let me look who the agent
21 was on the list side. Certainly on the buy side I
22 was. On the sell side, no, not -- not anything
23 specific.

24 Q. All right. SO exhibit 15 is -- is -- This

1 is your -- your firm's launching and circulating of
2 the meeting minutes. So we don't -- It doesn't show
3 where you received them from, but it shows you're
4 sending them out to your client and to other parties;
5 is that right?

6 A. Correct.

7 Q. All right. And then the meeting minutes
8 contain a May 7, 2018 meeting minute.

9 And would this have been reviewed?

10 A. Yes.

11 Q. This would be important, would it not?

12 A. Yeah. I mean, minutes aren't even
13 required pursuant to Section 22.1 of the Illinois
14 Condominium Property Act. You got to make specific
15 requests for those. But, yeah, sometimes you can
16 gain insightful information on -- in the meeting
17 minutes. As a practitioner we will -- we place a lot
18 of emphasis on the 22.1 disclosure as well.

19 Q. Understood. I guess -- I guess -- Let me
20 ask it this way. In this situation, given the AIRES
21 Seller's Disclosure Form that specifically identified
22 water getting into Unit 3 and the HOA sealing the
23 building to address those issues, in that context
24 would you agree with me that the meeting minutes

1 would be important?

2 A. Yes. There's a caveat to that, I guess.
3 So because there were two disclosures that were
4 attached to the contract, one was a Seller's
5 Disclosure that the Gonrings had provided to the relo
6 company, and one was the Residential Real Property
7 Disclosure that the Gonrings completed. Pursuant to
8 the latter, the Residential Real Property Disclosure,
9 if someone reasonably believes an issue has been
10 corrected, they are not under a duty to disclose that
11 issue, right. So you don't get a litany of 20
12 repairs that a homeowner has made over their
13 ownership of 20 years. So when you look at that --
14 So theoretically when you look at -- when you couple
15 the seller's disclosure that says, hey, we had some
16 leaking around the window, it's been tuckpointed,
17 with the Residential Real Property Disclosure but
18 does not lists any issues, I think the conclusion
19 there to is that therefore that issue has been
20 resolved.

21 Q. And your point is an important one.

22 So if there had been an issue historically
23 but it had been addressed and resolved, there's no
24 duty to disclose?

1 A. Exactly.

2 Q. All right. But in this situation there
3 was a disclosure as to water coming into Unit 3 as
4 well as the HOA sealing the building that we
5 identified on the earlier document, correct?

6 A. Right.

7 Q. All right. And now we have a May 7, 2018
8 meeting minute where it indicates tuckpoint and seal
9 the exterior of the building, last sealed, 2012,
10 correct?

11 A. Correct.

12 Q. And it also identifies that Arrow Masonry
13 & Exteriors had issued a quote, the scope of that
14 work is spot grinding, spot tuckpointing, caulking,
15 flashing installation, and sealing of the east-west
16 and north elevation of split-face-block, correct?

17 A. Correct.

18 Q. And the cost of that. So it's \$16,000 --
19 \$16,840 was the cost of that quote?

20 A. Correct.

21 Q. And this meeting minute is informing your
22 office and your client that that quote was being
23 agreed upon and accepted and that work was being
24 done?

1 A. Correct.

2 Q. Fair?

3 A. Right. Fair.

4 Q. And given your knowledge and experience
5 with split-face-block, this would be good news and
6 presumably was in the event you read this at the time
7 that this was a prudent thing to do for the care and
8 treatment of split-face-block?

9 A. Agreed.

10 Q. Does your file contain -- Maybe you can
11 just look at it and tell us what it does contain that
12 is in preparation for the actual closing? What sort
13 of information is in your file in that regard?

14 A. You mean the file that I would take to
15 closing?

16 Q. No. No. Whatever information was
17 provided in advance of closing that deals with
18 closing, whether it's just a --

19 A. Yeah.

20 Q. -- preliminary closing statement or, you
21 know, further title work. Just walk us through what
22 your file --

23 A. The full digital folder. Everything that
24 I relayed to you earlier is accessible. Everything

1 is digital.

2 Q. All right. I understand that. Actually
3 there's a separate question. Can I get a copy -- Can
4 I get a digital copy of your file following the
5 deposition? If I give you my e-mail, is that
6 something you can send to me?

7 A. Yeah. I would --

8 MS. OSHANA: If you want, you would send it for
9 all of us.

10 BY THE WITNESS:

11 A. Yeah, I'm just wondering if there's any
12 attorney-client privileged stuff in there. I
13 guess -- I'd just have to parse through it just to
14 see what -- if there's any e-mails that are saved in
15 there between myself and my client -- or our firm and
16 our client. I don't see that there are in this file.

17 MR. MCCARTHY: Well, let's do this. We'll
18 provide you everyone's e-mail addresses at the
19 conclusion of the deposition. Then when you send a
20 link, whether it's through a Share File or Dropbox or
21 whatever is easiest for you, just indicate in the
22 cover e-mail whether any documentation was withheld
23 on the basis of privilege, or if anything was
24 identified in that regard, just indicate that as

1 well. Okay?

2 THE WITNESS: Okay.

3 MR. McCARTHY: All right. My question was just
4 inarticulate.

5 BY MR. McCARTHY:

6 Q. What I was trying to find out was -- So
7 now we're after July 5. You've got the addendum to
8 the Purchase Agreement. You've got a \$3,000 credit
9 coming to your client. And now things kind of go
10 quiet until there's the closing, I'm assuming,
11 correct?

12 A. Yeah. More or less, yes.

13 Q. Because once you have the documented
14 contract and amendment, now all -- all that's left to
15 be done is the work incidental to getting ready for
16 closing, satisfying the title company, satisfying
17 lenders, you know, a knit here, a knit there, fair?

18 A. Fair.

19 Q. All right. And then when we're getting
20 ready for closing, what documentation is your office
21 provided in advance on this transaction specifically?
22 What does your file contain?

23 A. Well, it's all kind of muddled in here.
24 But I just see that I have, you know, a closing

1 confirm that was sent from the title company, an
2 e-mail, you know, sending to our client an e-mail
3 telling me how much my client wired. I don't even
4 see -- and then e-mail saying title company has wire.
5 I don't even see, which isn't atypical, I don't even
6 see that we received a preliminary settlement
7 statement in this case. I don't see one saved.

8 Q. All right. Let me mark -- I'm going to
9 share my screen here.

10 THE WITNESS: Can I duck out for 30 seconds?

11 MR. McCARTHY: Of course.

12 THE WITNESS: I've got to go use the restroom.
13 I'll be right back.

14 MR. McCARTHY: Sure.

15 (WHEREUPON, WE WERE OFF THE
16 RECORD.)

17 MR. McCARTHY: Back on the record after a short
18 break.

19 BY MR. McCARTHY:

20 Q. I want to mark as Exhibit 16 what I think
21 you're going to describe as the Closing Statement.
22 But you tell me what this is called in your world?

23 A. Yeah, that's the Settlement Statement.

24 Q. And this is -- It looks like the print

1 date and time is 7-25-18. That's the date of
2 closing, I'll represent to you. And so presumably
3 this would be then something that would have been
4 provided to Paul of your office when he attended the
5 closing that day?

6 A. Correct.

7 Q. And it identifies -- It's consistent with
8 all of the Purchase Agreements and the amendments and
9 the addendums that Melinda is the buyer and AIRES is
10 the seller, correct?

11 A. Correct.

12 Q. And this transaction closed consistent
13 with that approach?

14 A. Correct.

15 Q. And this then identifies all of the flow
16 of funds, the deposit amount, the ins and outs, the
17 charges and whatnot, and identifies that Melinda
18 needs to bring to closing 36,537.69, right?

19 A. Correct.

20 Q. And this would have been something --
21 Because that specific amount needs to be provided,
22 oftentimes these are provided in advance, aren't
23 they?

24 A. Yeah, they are. I mean, typically just

1 about a day prior to closing.

2 Q. Does your file reflect that? Does it
3 contain this document in there?

4 A. No, it doesn't. I had said that earlier.
5 I don't see that we received a prelim before closing.

6 Q. Okay. Now, walk us through closing. So
7 you're -- And I recognize that -- that Paul Garver,
8 G-A-R-V-E-R, is that how you spell his last name?

9 A. Yeah.

10 Q. So Paul is at the closing to the best of
11 your information. Share with us what information --
12 what documents he's going to be presented with to
13 review with Melinda at the closing table?

14 A. Yeah. So the -- The typical flow of this
15 is you get to the title company and then there's all
16 of the loan documents. So those are usually the
17 first documents that you go through, right, the note
18 and the mortgage and all of the disclosures.
19 Actually, the Settlement Statement is probably the
20 first document you go through. Once you go through
21 the Settlement Statement, sign that, you go through
22 all of the loan documents because those need to be
23 send back to the lender usually, and then the lender
24 reviews them. So you want to kind of get those

1 documents to them as soon as possible so you're not
2 sitting at closing for three hours. Once you're done
3 with all of the loan documents, then there's a
4 seller's packet, and that's where you'll find the
5 deed, the affidavit, the title, bill of sale, all of
6 the statements Kirk does, whatever -- whatever is
7 applicable to that particular transaction. And then
8 after that, after you review all of those, you know,
9 you're hoping that by that time the lender says, hey,
10 we've reviewed everything, we're good to disburse and
11 checks are cut and the parties go their own way.

12 Q. Okay. So describe the process for me if
13 you would, Tom, because maybe our process here in
14 Michigan is a little different.

15 Where do closings typically take place?

16 A. At the title company. So at this
17 particular -- You know, this was in the loop. This
18 would have been down on Wacker. You go into the
19 title company --

20 Q. And this is called Attorneys' Title
21 Guaranty?

22 A. Correct. Correct.

23 Q. So that's the title company in this case?

24 A. Yeah, at 1 South Wacker. So, yeah, you go

1 into a room. There's other closings that are going
2 on. But you go into your own little room. You have
3 your closure or an at-the-table funding stage. So
4 everything is handled and processed right there at
5 the closing. You know, you usually budget about an
6 hour and a half for a closing when things go right,
7 hour, hour and a half, but they can last two, two and
8 a half. A lot of times they're just waiting on the
9 lender to get back to you. Or they might say, hey,
10 we don't like the way that this is signed, you need
11 to re-sign this. I mean, there's a number of things
12 that could happen at closing. Typically that's how
13 it goes.

14 Q. So at the closing there would be Paul and
15 Melinda and a closer in the room?

16 A. Correct.

17 Q. And the closer comes in, they have all the
18 documents, and they're basically going through one
19 after another all of the documents that need to be
20 reviewed, executed and signed?

21 A. Right. They have a set of closing
22 instructions from the lender that says, hey, this is
23 what we need back. So she'll go through and notarize
24 the documents that have been executed, pull out the

1 funding documents, so they're called, and get those
2 back over to the lender where the lender will review?

3 Q. And is it common that -- Is there a split
4 closing? Like where is the AIRES representative and
5 where are the Gonrings?

6 A. Yeah. Typically the seller does not show
7 up to closing or the seller's attorney, but they
8 certainly can, just because there's only a handful of
9 documents that a seller needs to execute, right.
10 It's really kind of a buyer's show at closing. So
11 the sellers pre-sign their documents. Then they're
12 kind of done and the attorney will sign the
13 Settlement Statement or any ancillary documents
14 remotely via power of attorney or something like
15 that.

16 Q. Okay. Other than the closing statement
17 itself, what other documents are signed at closing
18 that, again, confirm Melinda as buyer and AIRES as
19 seller?

20 A. Well, let me look. I have docs from
21 closing -- Let's see what the -- I get my waived
22 title, of course. You know, I received a FIRPTA
23 listing AIRES as the seller, AIRES.

24 Q. Can you identify that acronym for the

1 court reporter.

2 A. Yeah, it's just a Foreign -- It's an IRS,
3 what, Foreign Real Estate Property -- Foreign
4 Investment Real Estate Property. I don't know what
5 it actually stands for. I just know it as a FIRPTA.
6 It just certifies that the seller has a U.S. tax
7 paying Social Security number or an EIN so that
8 proceeds -- There's a provision of the IRS Code,
9 Section 1445, sellers of foreign entity, you have to
10 withhold proceeds from the sale to ensure applicable
11 capital gains taxes get paid. So when we ask for a
12 FIRPTA it's essentially saying they're exempt from
13 any withholding. So that was completed on behalf of
14 AIRES. I see the deed. I don't have a copy of the
15 ALTA Statement, who signed that. My presumption is
16 that would have been signed by the relocation company
17 as well.

18 Q. All right. And let's mark the deed as
19 Exhibit 17.

20 Is that showing on your screen?

21 A. Yeah.

22 Q. And, again, this -- this deed falls into
23 the second category. It's -- It's the less popular
24 or the less common, but it's a deed directly from the

1 Gonrings to your client, and not -- There's no
2 separate deed that's going through the relocation
3 company, correct?

4 A. Correct.

5 Q. And Paul would have seen this at closing,
6 Paul would have said -- If that was a problem, he
7 would say, no, no, no, no, we've got to do something
8 else, fair?

9 A. Yeah, he could have. Yes.

10 Q. And this was acceptable to him because
11 really just to have a separate deed from Gonrings to
12 AIRES and then AIRES to Melinda, this deed
13 accomplishes the same thing, doesn't it?

14 A. Yeah, more or less. You know, what
15 conversation may have happened with the title
16 company. And in the end again, if the title
17 company -- The title company is the one that insures
18 it. So they're comfortable with the fact that they
19 have a deed here executed by the Gonrings and
20 everything else executed by the relocation company,
21 they are comfortable with insuring the transaction,
22 which gives us, in turn, a lot of comfort as well.

23 Q. Fair enough. All right. So in summary,
24 at the time this transaction closed in July of 2018,

1 the buyer and your office had knowledge of the leak
2 in Unit 3, correct?

3 A. Well, active or repaired?

4 Q. Repaired. Well, the disclosure that there
5 had been a leak, right?

6 A. Correct. Yes.

7 Q. That the HOA addressed it through sealing
8 the building, correct?

9 A. Correct.

10 Q. Disclosure of the meeting minutes that
11 identified the contractor to do that work, correct?

12 A. Correct.

13 Q. Identified the scope of that work,
14 correct?

15 A. Yes. Generally, correct.

16 Q. Identified the cost of that work, correct?

17 A. Yes.

18 Q. You had a 22.1 disclosure that confirmed
19 that no capital expenditures were anticipated the
20 next two years, fair?

21 A. Fair.

22 Q. All of the purchase agreements revealed
23 that the Gonrings were sellers to AIRES and AIRES was
24 the seller to your client, correct?

1 A. Correct.

2 Q. And then at closing Melinda accepted and
3 your office accepted a deed directly from the
4 Gonrings to her and did not demand a deed through
5 AIRES and then AIRES to her, correct?

6 A. That I can't speak to. I don't know what
7 happened at closing. I don't know what the
8 conversations may have been at closing.

9 Q. You would agree with me it -- at the end
10 of the day it doesn't matter so long as title is
11 conveyed to Melinda for the unit, correct?

12 A. Yeah, I -- I guess I would agree with
13 that.

14 Q. And you would -- You would concede that
15 Paul obviously didn't put the brakes on the closing
16 because this deed was executed and conveyed? He
17 didn't pull the plug and refuse to move forward on
18 behalf of your client?

19 A. Well, yeah, I would say -- Yeah. This
20 closed. This closed on the scheduled closing date.

21 Q. All right. And do you recall having any
22 discussion with Paul after the closing or at any
23 point in time that there's anything amiss or
24 problematic here?

1 A. Not that I recall.

2 MR. McCARTHY: Thank you. That's all I have.

3 MS. OSHANA: Okay. I have a few.

4 Mr. Hawbecker, my name is Carol Oshana. I
5 am the attorney for the Plaintiff, Melinda.

6 Counsel, you have some documents on your
7 screen.

8 MR. McCARTHY: Sorry.

9 EXAMINATION

10 BY MS. OSHANA:

11 Q. Let's go back. One second, please. I'm
12 going to share screen as well.

13 Counsel previously marked this exhibit as
14 Exhibit 13. I'm just going to use the same number
15 for this one. Now, this is the real estate contract
16 that was executed -- Let me make this a little
17 smaller so you could see it.

18 This is the contract executed between
19 Melinda and, it says, OOR, which is scratched out.

20 What does OOR mean?

21 A. Owner of Record.

22 Q. Okay. And it was scratched out and
23 replaced as AIRES.

24 Why is that done typically?

1 A. A lot of times to satisfy lender
2 requirements.

3 Q. Yes. Okay. So the lender actually needs
4 to know on the contract the Owner of Record, isn't
5 that correct?

6 A. Yes.

7 Q. And here it's represented essentially that
8 the Owner of Record is AIRES, isn't that correct?

9 A. Yes.

10 Q. And going down -- Paragraph 15 of the
11 contract articulates that there is to be attorney
12 modifications within five business days after
13 acceptance date which is considered the attorney
14 approval period, right?

15 A. Correct.

16 Q. These are -- You have a couple of options
17 here according to the attorney modification provision
18 of the contract. Number one, you may approve this
19 contract in its entirety.

20 Do you see that?

21 A. Yes.

22 Q. And/or you can propose modifications to
23 this contract; is that correct?

24 A. Correct.

1 Q. Okay. These modifications, these what we
2 call Attorney Review Letters, these are legally
3 binding statements, aren't they?

4 A. Yes.

5 Q. Okay. So when you send a letter to a
6 seller and ask questions like is there water coming
7 into the building, and they say, no, that is a
8 legally-binding representation, isn't it?

9 A. Correct.

10 Q. Now, if you call someone that you consider
11 to be the previous owner, they are no longer the
12 owner, but they are the prior owner, if you call them
13 and ask them is there water leaking in the building
14 and they answer yes or no, is that legally binding
15 according to this contract?

16 A. No.

17 MR. McCARTHY: Objection to form.

18 BY MS. OSHANA:

19 Q. In other words, as attorneys we're doing
20 closings -- And I do them often as well -- is it --
21 it is not our understanding when we're doing closings
22 that when we call previous owners that that is a
23 modification to the contract, isn't that correct?

24 MR. McCARTHY: Objection to the form.

1 Speculation.

2 BY THE WITNESS:

3 A. I would say, yes that's correct.

4 MS. OSHANA: Let me just clarify it further for
5 addressing the form.

6 BY MS. OSHANA:

7 Q. Current owners modify the -- can modify
8 the contract -- Let me strike that. Let me make this
9 clear.

10 Only current owners may accept or reject
11 modifications to a contract, isn't that correct?

12 MR. McCARTHY: Object to form. Foundation.

13 BY THE WITNESS:

14 A. I would say that's a fair statement, yes.

15 BY MS. OSHANA:

16 Q. And isn't it also a fair statement to say
17 that the prior owner and the prior owner before them
18 and the prior owner before them and the prior owner
19 before them have no obligation to modify the
20 contract, isn't that correct?

21 A. Correct, there would be no privity there.

22 Q. Right. So isn't it true that in your
23 mind, in your experience, simply calling a previous
24 owner has no contractual benefit to your client?

1 A. I would agree with that.

2 Q. Okay. So in other words, you wouldn't
3 normally take it upon yourself to call previous
4 owners of property because they do you no good
5 legally, isn't that right?

6 A. Correct.

7 Q. So this was not previously introduced to
8 you. I'm gonna use this -- I believe we're on
9 Exhibit 18.

10 Is that correct, Madam Court Reporter?

11 THE REPORTER: Yes, that's correct.

12 MS. OSHANA: Okay. Thank you.

13 BY MS. OSHANA:

14 Q. So this is a document Gonring 000123.
15 That's the Bates stamp. It is an e-mail from Kelsey
16 Gonring to a bunch of people. But one of them is
17 Amanda Flucker of AIRES and Sarah Wilkins of Wilkins
18 Law.

19 Do you see this?

20 A. Yes.

21 Q. And you also see Nicholas Gonring is cc'd
22 on here as well? Do you see that?

23 A. Yes.

24 Q. Now, I know you've -- I mean, you've never

1 seen this document before, right?

2 A. I've never seen this document before.

3 Q. Okay. Let's go over it for just a second.

4 Ms. Gonring says, Hello everyone. Thank you for
5 looping us in ahead of time given the holiday. Nick
6 and I have reviewed the buyer's response and have
7 decided to agree to the buys terms, open quote,
8 \$3,000 closing credit and 125 percent tax proration,
9 closed parentheses, outlined in the attached
10 document. The next paragraph says to address items
11 -- to address Item No. 12 stating, open quote, with
12 respect to Item 15, another inquiry has been made
13 with the property's Condominium Association regarding
14 whether rental restrictions are in place, and a
15 further response will be provided, end quote. There
16 are no rules or regulations regarding renting of the
17 property. This information can be found in the
18 Association documents that are attached. Okay.

19 Now, were you aware that Ms. Gonring was
20 talking to Amanda Flucker during the closing?

21 A. No. Well, when you say during the
22 closing, I wasn't there. If you're assuming during
23 the pendency of attorney review, then my answer is
24 no.

1 Q. Let me just start -- From the beginning to
2 the end, okay.

3 From the beginning when the contract was
4 signed, until closing, were you aware that the
5 Gonrings were in communications with Attorney --
6 Attorney Sarah Wilkins?

7 A. No.

8 Q. Okay. Now, did you know that it was the
9 Gonrings that were making the decisions about closing
10 cost credits and tax prorations?

11 A. No.

12 MR. McCARTHY: I'm sorry. I couldn't get to
13 unmute quick enough. Please register my objection to
14 the lack of foundation for that question.

15 BY MS. OSHANA:

16 Q. Did Ms. Wilkins, the attorney, did she
17 ever tell you that she is in communication with the
18 Gonrings?

19 A. Not that I recall.

20 Q. Does this e-mail surprise you?

21 A. Yes.

22 Q. Why?

23 A. This just isn't how I expect that a relo
24 transaction transpires. This -- On this, this is

1 just a -- this is a normal residential real estate
2 transaction where I would deem Sarah is representing
3 the Gonrings.

4 Q. And if you believed that Sarah Wilkins was
5 representing the Gonrings, how would your approach be
6 different?

7 A. Well, I think I stated this earlier in
8 that the big push is on the representations and --
9 You know, I can't recall what happened. But when you
10 ask somebody, hey, do this, they say, no, do this
11 again, please, contact the prior owner, no, one more
12 time, please, do this, no. I guess the bottom line
13 would have been we would have insisted that any
14 representations or all responses, really, for that
15 matter, need to come on behalf of the Gonrings, not
16 on behalf of the relocation company. So you omit
17 that shield.

18 Q. Do you feel that the relationship between
19 attorneys in closings is typically an amicable one?

20 A. For the most part, yes.

21 Q. And do you believe that attorneys in real
22 estate closings, the buyer's attorney and the
23 seller's attorney, typically have trust among one
24 another?

1 A. Typically, yes.

2 Q. Do you anticipate that an attorney in a
3 real estate closing representing the other side will
4 fully disclose information to you?

5 MR. CASEY: Objection to form.

6 MR. MCCARTHY: Same objection. Join.

7 THE WITNESS: Can I answer?

8 MS. OSHANA: Yes.

9 BY THE WITNESS:

10 A. Yeah. I mean, to the extent that they get
11 that information from their clients, yes. I don't
12 think an attorney is going to withhold, specifically
13 at their whim, withhold information that was provided
14 to them by their clients.

15 BY MS. OSHANA:

16 Q. So when you were asking about the prior
17 owner, you assumed that the Gonrings were no longer
18 owners of this particular property that's being
19 purchased by Melinda, isn't that correct?

20 A. Yeah, that's correct.

21 Q. Okay. And obviously looking at this
22 e-mail now and understanding that the Gonrings were
23 communicating with Ms. Wilkins, do you believe that
24 you were deceived?

1 MR. CASEY: Objection to form.

2 MR. McCARTHY: Same objection.

3 BY THE WITNESS:

4 A. I -- We certainly would have pushed back
5 in a different demeanor. Like had this e-mail been
6 sent to us by Ms. Wilkins that said, hey, here's the
7 response on the outstanding questions, and I would
8 have seen this e-mail, that would have raised a brow
9 for sure.

10 BY MS. OSHANA:

11 Q. Let me show you another one. Exhibit 19.
12 This is a July 5, 2018 e-mail. Mind you the
13 closing -- Just as a reminder. The closing occurred
14 on July 25. This document is Bates stamped Gonring
15 000125. Okay. So this e-mail is, again, dated
16 July 25, 2018. It's from Nick Gonring to Amanda
17 Flucker, and it is cc'ing Kelsey Gonring, Garrett
18 Luehrs, L-U-E-H-R-S, and Terry Wilkins of swilkin --
19 swilklaw.com. Nick said -- Nick Gonring writes, Good
20 morning. Is it common for us to have zero contact
21 with the attorneys that are working on our behalf
22 through AIRES. This seems to be a definitive
23 bottleneck in closing this deal in any sort of timely
24 fashion. We are aware that through the home sale

1 process AIRES is to sign the addendum. Given the
2 time sensitivity of this sale, we are hopeful and
3 confident that you can take our verbal agreement of
4 the buyer's addendum (\$3,000 total closing credit and
5 125 percent tax proration) and finalize the sale
6 today. This sale process has been stalemated with
7 too many hands in the pot and our potential buyer is
8 threatening to walk away from this deal. This whole
9 experience has been anything but expeditious and
10 needs to get finalized ASAP. Call me live with any
11 questions.

12 Now, as you can see -- Let me -- After
13 reading this e-mail, do you believe that -- do you
14 get the impression, I should say, that Nick Gonring
15 believes that Wilks Law is their attorney?

16 A. Yes.

17 MR. CASEY: Objection to form.

18 MR. MCCARTHY: Object to foundation.

19 Complete -- Calls for speculation. Ask anyone on the
20 street this question.

21 MS. OSHANA: Yes. Exactly. I will ask anyone
22 on the street this question.

23 BY MS. OSHANA:

24 Q. So if you had seen this e-mail, what would

1 you have -- what would you have assumed?

2 A. I mean, I'm looking at it now. It's just
3 sneaky. Very sneaky, right. They're controlling the
4 responses that we're getting, yet shielding behind
5 I'm a relo company, never occupy the property, don't
6 disclose. That's -- That's -- That's my initial
7 blush on this.

8 Q. So you feel that you were deceived?

9 A. Yeah.

10 MR. McCARTHY: Objection. Complete lack of
11 foundation. Calls for speculation. It has nothing
12 to do with anything.

13 MR. CASEY: AIRES joins in that objection.

14 BY MS. OSHANA:

15 Q. Do you feel that you were deceived?

16 A. Yeah, I think that this e-mail is
17 deceiving.

18 Q. And it's deceiving because it's not
19 disclosing the relationship between the attorneys and
20 the Gonrings, isn't that correct?

21 MR. CASEY: Objection to form

22 MR. McCARTHY: Objection to form and foundation.

23 BY THE WITNESS:

24 A. Yeah, I would agree with that.

1 MS. OSHANA: And let me be clear.

2 BY MS. OSHANA:

3 Q. It's not reflecting the relationship
4 between Nicholas Gonring and Kelsey Gonring and Wilk
5 Law; is that correct?

6 A. I would agree.

7 MR. CASEY: Objection to form.

8 BY MS. OSHANA:

9 Q. Now -- Well, let me ask you another
10 question as we're going over this.

11 You've been practicing law in real estate
12 for how many years?

13 A. About 20. About 20.

14 Q. In your 20 years of practicing law, have
15 you ever seen a real estate agent answer Attorney
16 Review Letters?

17 A. No. Not that we would accept anyway.

18 Q. Have you ever seen it?

19 A. No.

20 Q. Is it common in your experience for people
21 to represent that they are the sellers when they
22 don't actually have title?

23 MR. McCARTHY: Object to foundation. Calls for
24 speculation.

1 MR. CASEY: Same objection.

2 BY THE WITNESS:

3 A. No, it's not common.

4 BY MS. OSHANA:

5 Q. In fact, typically when you sell property
6 in our understanding of doing real estate law --
7 Never mind ours. Let me -- Let me strike that
8 question. That's a bad question.

9 I've been doing real estate law like you
10 for 20 years, so I understand you, but I'm going to
11 try to stick it to you and not with me.

12 So in real estate closings isn't it almost
13 always the case if not always the case that the
14 seller is the owner?

15 A. Yes.

16 Q. So when you're doing this closing for
17 Melinda, you believed that AIRES was the owner?

18 A. Yes.

19 Q. And you believed that AIRES, as the
20 relocation company, has an arm's-length transaction
21 with the Gonrings, isn't that correct?

22 A. That has already been done, yes.

23 Q. Yes.

24 A. Yes.

1 Q. So in your mind, the Gonrings and AIRES
2 are not working together on this deal?

3 A. Yes, in my mind. When I look at this
4 e-mail that you had on the screen, my take on this,
5 the response would be -- Well, I probably wouldn't
6 respond at all because I would say you're not my
7 client. Right?

8 Q. Who's not your client? Could you clarify.

9 A. The Gonrings. I'm saying when I'm looking
10 at this e-mail, and I'm putting myself in Ms.
11 Wilkins' shoes, and I get an e-mail like this on my
12 understanding of a relocation transaction, I wouldn't
13 even respond. I've got no duty to report to
14 Mr. Gonring.

15 Q. Right. I'm going to go back to the
16 Settlement Statement that was Exhibit 16 that is
17 dated July 25, 2018. This is -- I like to call this
18 like a closing Excel spreadsheet.

19 Is that a fair statement?

20 A. Sure.

21 Q. And basically the Excel spreadsheet, this
22 Settlement Statement, gives an idea to the buyer and
23 the seller where their money is going, isn't that
24 fair?

1 A. Yes.

2 Q. So, for example, it's showing how much the
3 seller is selling the property for and how much the
4 buyer is purchasing the property for, isn't that
5 right?

6 A. Correct.

7 Q. And then there's credits that are provided
8 from the seller to the buyer. So, for example, here
9 the seller is giving \$4,525.91 as county property
10 taxes from January 1, 2018 through July 25, 2018,
11 right?

12 A. Correct.

13 Q. And that's because property taxes for 2018
14 are payable in 2019, isn't that right?

15 A. Correct.

16 Q. So the seller is saying, here, take this
17 money, your bill won't come out until next year, but
18 I'm paying it to you now, isn't that right?

19 A. That's right.

20 Q. So this document is signed by Sarah
21 Wilkins as the agent for AIRES, isn't that right?

22 A. Yes.

23 Q. So you would assume that that tax credit
24 is being paid from AIRES to Melinda Sgariglia, isn't

1 that correct?

2 A. Correct.

3 Q. And also at the bottom you see where it
4 says on the seller's side, on the left, it says due
5 to seller? Do you see that part, the second to the
6 last part?

7 A. Yes.

8 Q. And it says 27,477.10 isn't that right?

9 A. Correct.

10 Q. Who do you think is -- Who do you think
11 gets that check?

12 A. I would say that that check goes to AIRES.

13 Q. Because they're the owner?

14 A. Correct.

15 Q. Is that correct?

16 A. Correct.

17 Q. Okay. Now, earlier you were shown a
18 disclosure report by counsel -- two disclosure
19 reports, okay.

20 THE WITNESS: Carol, I hate to do this. I was
21 thirsty. I drank water. Give me one minute.

22 MS. OSHANA: Take your time.

23 THE WITNESS: One minute.

24 (WHEREUPON, WE WERE OFF THE

1 RECORD.)

2 BY MS. OSHANA:

3 Q. So I had -- I am on Exhibit 19. No, that
4 was my last one. I think this is Exhibit 20. This
5 is a July 13, 2018 e-mail.

6 A. Yes, I can read that.

7 Q. So this is a July 13, 2018 e-mail. It's
8 Bates stamped Gorr 00239. Now, this is an e-mail
9 from John Gorr dated July 13, 2018, and the e-mail is
10 to Nick Gonring, Kelsey Gonring, and other people
11 that you don't know.

12 But obviously now you know who the
13 Gonrings are, correct?

14 A. Yes.

15 Q. Okay. In the letter he talks about how
16 he's president of the HOA. He says, moisture was
17 detected in the southwest window area after the last
18 hard rain. Due to that, my buyer backed out. So I'm
19 back on the market and disclosing the previous water
20 issues ahead of time. After the last inspection
21 Arrow Masonry came back and applied a second layer of
22 sealant at the entire west-facing wall above the
23 third-floor windows, and they applied the same
24 elastomeric sealant to the capstones. I have a

1 moisture meter and will be monitoring the moisture
2 levels in the wood over the next few weeks. I'll
3 also be looking at if there are any other areas of
4 water infiltration. I hope the secondary work
5 resolved it for good. The moisture monitoring will
6 help me determine that. Next paragraph. Regardless,
7 if I'm unable -- Sorry -- If I'm able to sell, I'll
8 be taking a hit on the selling price and will be
9 putting money in escrow to cover any future problems.
10 Being that it has been documented as a building
11 issue, this escrowed money would cover Unit 3's
12 portion of future work. I'm not entirely sure how
13 this will work out or how it affects any other units
14 and would rather resolve the issue and make no
15 concessions. I have not received any responses from
16 anyone, so I'm just proceeding as I'm advised. I
17 recommend talking to your realtors and lawyers or let
18 me know if you have any input. Then he does go on to
19 say, on request, we are giving the potential buyers
20 the background of the issues and how we handled them
21 as best as possible similar to the italicized wording
22 below. Then he goes on to write: We filed a claim
23 with the building insurance. The insurance hired ESI
24 to inspect building. Based on the report, the claim

1 was denied, but we utilized their scope of work.
2 Unit 3 -- 2014 -- Sorry. It goes into all this
3 detail. It also mentions an ESI Engineering Report.
4 The report recommends to retain a masonry contractor
5 to make exploratory openings in the masonry to
6 determine the caused water infiltration. And it goes
7 on.

8 Now, this was done before closing because
9 remember closing was July 25, 2018. Here, the
10 building president, the Association President, is
11 discussing giving concessions to his seller --
12 Sorry -- his buyer. He's the seller -- to his buyer,
13 escrowed money that would cover Unit 3's portion of
14 future work.

15 Now, have you ever seen this e-mail
16 before?

17 A. No.

18 Q. Okay. Based on this e-mail, would you
19 believe if you had received this that the 20 -- the
20 disclosure reports should have been updated?

21 A. Yes.

22 MR. McCARTHY: Object to form and foundation.

23 BY MS. OSHANA:

24 Q. And I want to discuss the Disclosure

1 Reports. I'm talking about Exhibits -- the
2 Residential Real Property Report, Exhibit 11, and
3 Exhibit 12, the AIRES -- Sorry -- No, the AIRES
4 disclosure is Exhibit 10, and the Residential Real
5 Property Report is Exhibit 11. So the -- Either one
6 of those documents. But especially the Residential
7 Real Property Report. Let me ask it that way.

8 Should the Residential Real Property
9 Disclosure Report have been updated based on this
10 information?

11 MR. MCCARTHY: Object to form and foundation.
12 Calls for speculation.

13 BY THE WITNESS:

14 A. If the water didn't hit the Gonrings'
15 unit, the Residential Real Property Disclosure
16 wouldn't address that. If this is a common element,
17 I think the Residential Real Property Disclosure
18 excludes common elements.

19 MS. OSHANA: Fair enough.

20 BY MS. OSHANA:

21 Q. How about the 22.1, should it have been
22 disclosed?

23 A. Yes. In any of these real estate
24 transactions if something is different from it was on

1 the day of the contract, I think it triggers a duty
2 to disclose. As a matter of fact, in the form
3 e-mails that we send to our sellers when we're in
4 receipt of a contract, is a line item that says
5 please advise our office if you become aware of any
6 changes to the Residential Real Property Disclosure
7 prior to closing, because you should have a duty to
8 disclose that. It says that in our form e-mails to
9 our clients.

10 Q. It seems, based on this, that John Gorr
11 who's the President of the HOA was also the one that
12 signed 22.1 was anticipating future work.

13 Do you see that?

14 A. I would agree.

15 MR. McCARTHY: Objection. Form. And it's a
16 mischaracterization.

17 BY MS. OSHANA:

18 Q. If there is anticipated future work that
19 is -- If the President of the Association anticipates
20 future work, should they disclose that on the 22.1?

21 MR. McCARTHY: Object to form. Foundation.
22 Calls for speculation. It's an incomplete
23 recitation.

24 MR. GOOD: Join in those objections.

1 THE WITNESS: Just to say, you guys are noting
2 objections for the record. I'm still free to answer
3 the question, or should I not answer the question?

4 MR. GOOD: You should answer the question unless
5 instructed not to.

6 BY THE WITNESS:

7 A. Yeah, I would agree with that.

8 BY MS. OSHANA:

9 Q. You've obviously represented a lot of
10 sellers, correct?

11 A. Yes.

12 Q. And you've obviously received a lot of
13 22.1 reports, isn't that fair?

14 A. Yes.

15 Q. And as a real estate attorney you actually
16 help people, especially with small associations, help
17 them do the 22.1, isn't that right?

18 A. Yeah, they'll have questions, and we'll
19 answer questions, yes.

20 Q. Okay. If you had seen this e-mail and you
21 were representing the seller, what would you have
22 done differently? What would you have done?

23 A. Listen, our cardinal rule, and I don't
24 think it's the Cardinal rule for everybody, but if

1 there's ever a question, you always disclose.
2 Whether you walk that fine line, hey, well, I think
3 this might be exempt, I don't think I need to
4 disclose. My -- Inevitably I will let it be the
5 client's decision. But my suggestion always is
6 disclose. Because by disclosing you can put them on
7 notice, yes, you may lose a buyer, you may lose a
8 buyer, but it's also gonna circumvent the possibility
9 that a year after closing you get notice that you
10 didn't disclose something that you should have
11 disclosed. It's our cardinal rule. You're gonna get
12 the same answer from everybody in this firm that does
13 real estate. But that's our take on it. Other
14 attorneys may be different.

15 Q. Okay. Now, you said that you received
16 some documentation from the Association and meeting
17 minutes, right?

18 A. Yes.

19 Q. Which ones?

20 A. In our -- Just the -- The only minutes I
21 have are the May 7, 2018 minutes.

22 Q. That's the only minutes you got?

23 A. Yeah. Hold on. Yeah, I don't see any
24 other meeting minutes.

1 Q. How about this one? Did you ever get this
2 one? It's dated March 19, 2018. We're gonna mark
3 this as Exhibit 21. Gorr 00247. Just review it,
4 please.

5 A. Yeah, you can scroll down. Okay.

6 Q. Okay. I just want to understand.

7 You never received this March 19, 2018
8 meeting minutes; is that right?

9 A. It is not in our file.

10 Q. I'm going to stop the share for one
11 second, please. Can you give me a minute?

12 A. Um-hum.

13 (WHEREUPON, WE WERE OFF THE
14 RECORD.)

15 MS. OSHANA: I'm back. Can you hear me?

16 THE WITNESS: Yep.

17 BY MS. OSHANA:

18 Q. In your Attorney Review Letter, you asked
19 for meeting minutes, right?

20 A. Yeah.

21 Q. Let me go back and make sure I have the
22 correct exhibit number. This should be Exhibit 2.
23 Let me just make sure. Yes, this is Exhibit 2. This
24 is the June 14, 2018 letter.

1 You asked for the last 12 months
2 Association minutes, isn't that right?

3 A. Yes.

4 Q. And going back, remember the closing was
5 July 25, 2018, these minutes are March 19, 2018.

6 Is that within the last 12 months?

7 A. Yes.

8 Q. Now -- Now -- I'm sorry. Let's go back to
9 it, March 19, 2018. Now I understand that you
10 received one set of minutes, and those were dated, I
11 believe, May 7, 2018; is that right, May 7, 2018?

12 A. Hold. Let me pull that back up. May 7,
13 2018.

14 Q. Okay. Now, since you had asked for the
15 last 12 months of meeting minutes, did you believe
16 that the May 7, 2018 meeting minutes were the only
17 meeting minutes that the Association had for the last
18 12 months?

19 A. Yeah, that would have been what we
20 concluded.

21 Q. Okay. Would this March 19, 2018 meeting
22 minutes, would you consider this important for a
23 buyer, in your experience?

24 A. Yes.

1 MS. OSHANA: Okay. For right now I have nothing
2 further. I might follow up. Why don't we proceed so
3 we don't waste time.

4 MR. GOOD: Who wants to go next?

5 MS. OSHANA: Ross, are you coming next?

6 MR. GOOD: I guess I am. I'll go next.

7 Tom, my name is Ross Good. I represent
8 Mr. Gorr and the Condominium Association. I will do
9 my best to be brief. You'll have to forgive me, I'm
10 going to go a little out of order, but I'll try to
11 continue along the last line of questioning.

12 EXAMINATION

13 BY MR. GOOD:

14 Q. Who did you request the meeting minutes
15 from?

16 A. From the sellers' attorney.

17 Q. Which at the time you understood to be
18 AIRES' attorney; is that correct?

19 A. Yes, Ms. Wilkins, via the letter, via our
20 Attorney Review Letter.

21 Q. At any time did you reach out to John Gorr
22 for the Condominium Association, to your knowledge?

23 A. Not to my knowledge.

24 Q. I'm going to attempt to show you -- an a

1 exhibit directly.

2 Are you able to see the July 13th e-mail
3 which has previously been marked as Deposition
4 Exhibit 20?

5 A. Yeah. We just went through this one,
6 right?

7 Q. Yes.

8 A. Okay.

9 Q. One of the sentences reads, Being that it
10 has been documented as a building issue, this
11 escrowed money would cover Unit 3 -- No. 3's portion
12 of future work.

13 Do you see that?

14 A. Yes.

15 Q. And it's your understanding that Unit --
16 that the issue is the one that was disclosed on the
17 Seller Disclosure Form that was discussed earlier in
18 your deposition; is that correct?

19 A. Right.

20 Q. According to the paragraph above, the
21 sentence I'm highlighting reads, After Arrow Masonry
22 came back and applied a second layer of sealant at
23 the entire west-facing wall above the third-floor
24 windows and they applied the same elastomeric sealant

1 to the capstones, do you see that?

2 A. Yes.

3 Q. And then it continues, I have a moisture
4 meter and will be monitoring the moisture levels in
5 the wood over the next few weeks. I'll also be
6 looking at if there are any other areas of water
7 infiltration. I hope the secondary work resolved it
8 for good. The moisture monitoring will help me to
9 determine that.

10 Do you see that?

11 A. Yes.

12 Q. Based on your review of this e-mail, is it
13 your understanding that Mr. Gorr believed that the
14 moisture issue had been resolved but he was going to
15 continue monitoring to see if a further moisture
16 issue emerged?

17 MS. OSHANA: Object to foundation. Thank you.

18 BY THE WITNESS:

19 A. In isolation looking at this, yeah, I
20 think you could draw that inference. I guess I say
21 in isolation because that doesn't -- that wouldn't
22 jibe with the March -- the meeting minutes that I
23 don't think we received.

24 BY MR. GOOD:

1 Q. And those meeting minutes were from March
2 of 2018, correct?

3 A. Correct.

4 Q. Okay. And draw your attention further
5 down the page. I'm going to go through the timeline
6 that is laid out in the Gorr e-mail that we're still
7 discussing. On March 6, 2018, Bral contract to do
8 exploratory work to determine the scope of work for
9 repairs. May 3, 2018 Bral's conclusion from
10 exploratory work, need to grind/tuckpoint and add
11 elastomeric sealant. May 7, 2018, Arrow's proposal
12 for grind/tuckpoint and add elastomeric sealant to
13 all sides of building and inside parapet. And,
14 finally, on June 4, 2018, Arrow concluded the work.

15 Do you see that?

16 A. Yep.

17 Q. So based on that, is it your understanding
18 that the work was concluded on June 4, 2018?

19 A. No. I wouldn't agree with that.

20 Q. Okay.

21 A. And this is why.

22 Q. Please.

23 A. Had I been privy to this letter, there's
24 no way that I would have advised Melinda to move

1 forward without getting a copy of the ESI Engineering
2 Report, without getting a report from building
3 doctor, not getting a copy of the Bral contract. So
4 these are -- These are notes promulgated between unit
5 owners. And what I have come to discover over the
6 years of doing this is that anything that's going to
7 be memorialized, knowing it is memorialized can
8 sugarcoat things. Maybe not intentionally. I'm not
9 saying that there's always an intent to deceive. But
10 had we been privy to this, I 100 percent can assure
11 you that the follow up would have been you need to
12 get me copies of those reports, and then you would
13 let us make a determination, A, do we feel
14 comfortable in that this issue has been resolved.

15 Q. And looking back at your records, the 22.1
16 Disclosure, what day did that occur?

17 I can pull it up if necessary.

18 A. I got it right here. It's saved in my
19 file as June 29th.

20 Q. What information, if any, do you believe
21 is inaccurate on that disclosure as you sit here now?

22 A. Well, I --

23 MR. McCARTHY: Object to form. Calls for
24 speculation.

1 BY THE WITNESS:

2 A. Yeah, it would be hard for me to answer
3 that. I would love to see the ESI Engineering
4 Report, right, and then let us draw a conclusion as
5 to whether or not they think that the issues have
6 been adequately resolved.

7 MR. GOOD: Okay.

8 BY MR. GOOD:

9 Q. And I believe you said earlier you would
10 want to see the ESI Engineering Report, the Bral
11 restoration, um --

12 A. We would have asked for copies of all of
13 those.

14 Q. All three of those?

15 A. Yes. Right.

16 Q. And you never reached out to John Gorr or
17 the Condominium Association, correct?

18 A. Not that I can recall.

19 Q. Okay. Did you review the buyer's
20 inspection report?

21 A. In this particular situation, I don't -- I
22 don't know. I think I had said this earlier, that we
23 will largely defer to the buyers on their inspection
24 requests. But when they have specific questions or,

1 hey, Tom, can you pull up this section and let me
2 know your thoughts, we're happy to dive into that.
3 But by and large we look to the buyers to say, hey,
4 you let me know what your inspection requests are,
5 and if you have questions we're happy to talk about
6 it. You know, sometimes, hey, is this reaching, is
7 this something that's fair game? So it's a little of
8 those conversations.

9 Q. Do you recall offhand if the buyer's
10 inspection report found any water damage in a common
11 area basement?

12 A. No, I don't.

13 Q. And if water damage was uncovered in a
14 buyer inspection report, would it be your custom and
15 practice to disclose it to the seller?

16 A. I guess it depends on the buyer. I mean,
17 obviously we're not going to do that without consent
18 of the buyer. So it's going to be up to the buyer.

19 MR. GOOD: I have no further questions.

20 MR. McCARTHY: I have just a couple of follow
21 ups.

22 FURTHER EXAMINATION

23 BY MR. McCARTHY:

24 Q. I understood you to say, and want to

1 confirm, that the Gonrings have no duty to disclose
2 for their Unit No. 1 moisture on a window in Unit
3 No. 3; is that correct?

4 A. You know what, what unit number is this?

5 Q. Gonrings are Unit 1. Gorr is Unit 3.

6 A. Yeah, the Residential Real Property
7 Disclosure, you know, if I've looked at it, I'm
8 fairly certain that it says that the disclosure is
9 not intended to cover common elements of the
10 building.

11 Q. It is limited to the unit, correct?

12 A. Correct. I'm just trying to pull up the
13 actual language.

14 Q. It says at the bottom, note, these
15 disclosures are not intended to cover the common
16 elements of the condominium.

17 A. Right.

18 Q. But only the actual residential real
19 property, including limited common elements allocated
20 to the exclusive use thereof that form an integral
21 part of the condominium unit.

22 A. Right.

23 Q. These disclosures are intended to reflect
24 the current condition of the premises and do not

1 include previous problems, if any, that the seller
2 reasonably believes have been corrected.

3 And that relates to their own specific
4 unit, correct?

5 A. Yes.

6 Q. And that's what -- That's the advice you
7 give your clients when they are sellers, correct?

8 A. Well, not necessarily. I think it comes
9 full circle again that -- if there's a building
10 issue, I would let them know, hey, you don't have to
11 disclose buildings issues, per se, but I would always
12 advise doing that. That's how -- That's how we
13 handle it.

14 Q. Understood. But the duty to disclose as
15 contained in the disclosure relates only to and
16 exclusively to the actual unit. It doesn't relate to
17 other units or other common elements.

18 A. Correct. That's my interpretation of it
19 as well.

20 Q. Now, with respect to counsel's questions
21 about the Gonrings' e-mails to Amanda and Sarah, as
22 we reviewed in my earlier questions, it was no secret
23 that there were two transactions that were going to
24 take place in this situation, one from the Gonrings

1 to AIRES, and one from AIRES to Melinda, correct?

2 A. Right.

3 Q. So we have another side of this
4 transaction which is between AIRES and the Gonrings,
5 don't we?

6 A. Right. Right.

7 Q. And so if the Gonrings were agreeing as
8 between themselves and AIRES that they were going to
9 provide a \$3,000 concession, you would expect there
10 to be discussions between the Gonrings and AIRES in
11 that regard, wouldn't you, in a relocation setting,
12 fair?

13 A. I mean, I would say that that would be
14 very -- That's not something that I would have
15 thought was happening.

16 MS. McAULIFFE: Objection to form. Sorry, I
17 couldn't get my hand on the mute.

18 BY MR. MCCARTHY:

19 Q. But you anticipate that there's a Purchase
20 Agreement -- We reviewed this earlier in my earlier
21 examination -- there's a Purchase Agreement between
22 AIRES and the Gonrings on the purchase of the unit,
23 right?

24 A. Correct. I would assume so, yes.

1 Q. And, therefore, there has to be some
2 discussion between someone about what the terms of
3 that transaction are or if there are going to be
4 changes to that, for example, a \$3,000 concession,
5 fair?

6 A. Between AIRES and the Gonrings?

7 Q. Yes, sir.

8 A. No. That's not how -- That's not how I
9 would have thought that this transaction was being
10 handled. The \$3,000 credit -- My understanding as to
11 how these work is if somebody is going to give a
12 \$3,000 credit, AIRES is the one that determines
13 whether or not they're getting a \$3,000 credit, not
14 the Gonrings.

15 Q. Well, maybe the Gonrings were just
16 misapprehending that as people who weren't familiar
17 with that process.

18 You would concede that too, wouldn't you?

19 MS. OSHANA: Objection, form.

20 MS. McAULIFFE: Objection, foundation.

21 BY THE WITNESS:

22 A. I don't -- I don't think that I would. I
23 don't think that I would.

24

1 BY MR. McCARTHY:

2 Q. Why not? I'm not tracking.

3 A. Our correspondence is between us and
4 AIRES, and I think our correspondence makes that very
5 clear. It's addressed. AIRES is littered on the
6 attorney review correspondence. I guess if you're
7 saying is it fair to conclude that the Gonrings felt
8 they were still part of this transaction, I can't get
9 into their heads, but I would say they shouldn't
10 have.

11 Q. Yeah, and I'm not asking you to get in
12 their heads. Let --

13 We'll just conclude on, you understood,
14 your office understood, your file reflects there are
15 two transactions in this case; one between the
16 Gonrings and AIRES, and another between AIRES and
17 your client, fair?

18 A. Two separate transactions, yes.

19 Q. You contemplate two different Purchase
20 Agreements, and the one side of that that you're
21 focused on is Melinda's side, right?

22 A. Correct. I would agree with that.

23 MR. McCARTHY: Thank you much. That's all I
24 have.

1 MS. OSHANA: Let me ask this in sum, Counsel.

2 Sorry, Mr. Hawbecker.

3 FURTHER EXAMINATION

4 BY MS. OSHANA:

5 Q. Do you believe after reviewing the meeting
6 minutes that I've shown you and the correspondence
7 between the Gonrings and AIRES' attorney, do you
8 believe that there was not full disclosure to you as
9 per your Attorney Review Letters?

10 MR. MCCARTHY: Object to lack of foundation, and
11 a misrepresentation of the testimony.

12 MS. McAULIFFE: Join in that.

13 BY THE WITNESS:

14 A. Yes, I believe -- I would state that there
15 was nondisclosure.

16 BY MS. OSHANA:

17 Q. There was not disclosure by whom?

18 A. By both parties.

19 Q. AIRES and the Gonrings?

20 A. Yeah.

21 MS. OSHANA: Thank you. Nothing further.

22 MR. GOOD: I have nothing further as well.

23 MS. OSHANA: Okay. So we'll be back at
24 1 o'clock.

1 MR. McCARTHY: I've got one last question in
2 light of that question by counsel.

3 FURTHER EXAMINATION

4 BY MR. McCARTHY:

5 Q. Again, the Gonrings have no duty to
6 disclose as to Unit 1 water or moisture on the window
7 in Unit 3, right?

8 A. Only as it pertains to the Residential
9 Real Property Disclosure. Not as it pertains to our
10 questions as highlighted in the attorney review
11 correspondence.

12 MR. McCARTHY: Thank you. No further questions.

13 MS. McAULIFFE: I have no further questions
14 either. So we'll be back at 1:00?

15 MR. McCARTHY: Sounds good.

16 THE WITNESS: Thank you all.

17 (WHEREUPON, WE WERE OFF THE

18 RECORD AT 12:19 P.M.)

19 * * * * *

1 CERTIFICATE
2 OF
3 CERTIFIED SHORTHAND REPORTER
4

5 I, Trudy G. Gordon, a Certified Shorthand
6 Reporter of the State of Illinois, CSR License No.
7 084-004077, do hereby certify:

8 That previous to the commencement of the
9 examination of the aforesaid witness, the witness was
10 duly sworn by me to testify the whole truth
11 concerning the matters herein;

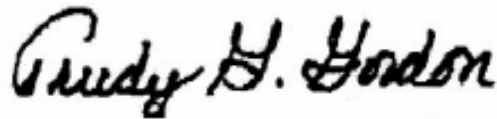
12 That the foregoing deposition transcript
13 was stenographically reported by me and was
14 thereafter reduced to typewriting under my personal
15 direction and constitutes a true and accurate record
16 of the testimony given and the proceedings had at the
17 aforesaid deposition;

18 That the said deposition was taken before
19 me at the time and place specified;

20 That I am not a relative or employee or
21 attorney or counsel for any of the parties herein,
22 nor a relative or employee of such attorney or
23 counsel for any of the parties hereto, nor am I
24 interested directly or indirectly in the outcome of

1 this action.

2 IN WITNESS WHEREOF, I do hereunto set my
3 hand at Chicago, Illinois, this 3rd day of June,
4 2023.

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9 

10 TRUDY G. GORDON, CSR

11 CSR License No. 084-004077
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[& - 29th]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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